

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1      143			
2. CONTRACT (Proc. Inst. Ident.) NO. 91990022C0015		3. EFFECTIVE DATE MAR 02, 2022	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.					
5. ISSUED BY  US Dept of ED-550 12th Street SW - Room 7169 Washington DC 20065		CODE CAMPCP	6. ADMINISTERED BY (If other than Item 5) CODE  US Dept of ED-550 12th Street SW - Room 7169 Washington DC 20065					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  MATHEMATICA INC. 600 ALEXANDER PARK SUITE 100 PRINCETON NJ 08540			8. DELIVERY FOB ORIGIN OTHER (See below)  9. DISCOUNT FOR PROMPT PAYMENT 0 Days 0% Net 30					
CODE		FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM			
11. SHIP TO/MARK FOR  CODE			12. PAYMENT WILL BE MADE BY CODE IPP  Invoices shall be submitted to ED via: <a href="https://IPP.fiscal.treasury.gov">https://IPP.fiscal.treasury.gov</a> Washington DC 20202					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) ( )      41 U.S.C. 3304(a) ( )			14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/SERVICES  Please See Continuation Page for Line Item Details		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE			
					15F. AMOUNT			
			15G. TOTAL AMOUNT OF CONTRACT \$4,699,673.02					
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE								
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor				18. Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)				
agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)								
19A. NAME AND TITLE OF SIGNER (Type or print) Toyin Tomori				20A. NAME OF CONTRACTING OFFICER Joseph Gibbs 202-245-6016 Joseph.Gibbs@ed.gov				
1 B	19C. DATE SIGNED Digitally signed by Toyin Tomori Date: 2022.03.01 16:07:05 -05'00'		20B. UNITED STATES OF AMERICA BY Joseph Gibbs			20C. DATE SIGNED MAR 02, 2022		
(Signature or person authorized to sign)					(Signature of Contracting Officer)			

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contracting Officer: Joseph Gibbs, 202-245-6016, Joseph.Gibbs@ed.gov</p> <p>Primary Contracting Officer Representative: Amy Johnson, 202-208-7849, amy.johnson@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Elizabeth Nolan, 312-730-1532, Elizabeth.Nolan@ed.gov</p> <p>Primary Technical Point of Contact: Lauren Angelo, 202-219-2180, Lauren.Angelo@ed.gov</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>Accounting and Appropriation Data: 1100M2022.B.2022.ER000000.RL2.2550A.000.117. 0000.000000</p> <p>Cost Applied: \$4,699,673.02</p> <p>The U.S. Department of Education Regional Educational Laboratory (REL) is awarding for nine of the 10 REL regions. The purpose of each REL is to assist practitioners and policymakers in their work to improve outcomes for learners in its region from early childhood to adulthood by supporting stakeholders in the generation and use of research, evidence, and evidence-based practices</p>				
0001	<p>Regional Educational Laboratories (REL) Central Base Year</p>	1.00	SE	4,699,673.02	4,699,673.02
0002	<p>Regional Educational Laboratories (REL) Central Year 2 of Performance</p>	1.00	SE	4,700,211.28	OPT 4,700,211.28
0003	<p>Period of Performance: 01/02/2023 to 01/02/2024</p> <p>Regional Educational Laboratories (REL) Central Year 3 of Performance</p>	1.00	SE	4,699,484.17	OPT 4,699,484.17
0004	<p>Period of Performance: 01/03/2024 to 01/02/2025</p> <p>Regional Educational Laboratories (REL) Central Year 4 of Performance</p>	1.00	SE	4,700,323.25	OPT 4,700,323.25
0005	<p>Period of Performance: 01/03/2025 to 01/02/2026</p> <p>Regional Educational Laboratories (REL) Central Year 5 of Performance</p>	1.00	SE	4,694,224.35	OPT 4,694,224.35

ED 002395

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**SECTION C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1 302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment A . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

**SECTION D  
PACKAGING AND MARKING**

D.1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship deliverable items to:

Amy Johnson

(c) Mark deliverables for: Amy Johnson

Education Research Analyst

National Center for Education Evaluation and Regional Assistance (NCEE)

amy.johnson@ed.gov

**SECTION E  
INSPECTION AND ACCEPTANCE**

E.1 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)  
(Reference 52.246-5)

**SECTION F  
DELIVERIES OR PERFORMANCE**

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)  
(Reference 52.242-15)

F.2 52.242-15 I STOP-WORK ORDER (AUG 1989) --ALTERNATE I (APR 1984)  
(Reference 52.242-15 I)

F.3 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from January 3, 2022 to January 2, 2027 , inclusive of all specified deliveries and/or task work.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

Amy Johnson  
 Education Research Analyst  
 National Center for Education Evaluation and Regional Assistance (NCEE)  
 amy.johnson@ed.gov

**G.1 3452.201-70 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (MAY 2011)**

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR's name and contact information: (To be inserted at time of award)

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

**G.2 306-1b INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION - IPP (DECEMBER 2013)**

(a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.

(b) The contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP) that can be accessed at: <http://www.ipp.gov/>. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), and Microsoft Outlook message (msg).

(c) Invoice Number Format - The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. Examples of acceptable invoice number formats are as follows:

**Example 1, Definitive Contract:**

Contract Number: ED-ABC-13-C-1234

Contractor's Invoice No.: 15897126341

IPP Invoice No.: EDABC13C1234158971263 (Note that the "-" characters were removed due to the requirement of not having special characters and the last two digits ["41"] from the contractor's invoice number were removed due to the 21 character limitation)

**Example 2, Task/Delivery Order Contract:**

Contract Number: ED-CDE-13-A-4567/0001

Contractor's Invoice No.: 158971263

IPP Invoice No.: EDCDE13A4567000115897 (Note that the "/" and "-" characters were removed due to the requirement of not having special characters and the last four digits ["1263"] from the contractor's invoice number were removed due to the 21 character limitation)

(d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" Section of the Contractor's System for Award Management (SAM) registration located at <https://www.sam.gov/portal/public/SAM/>.

(e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's

IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.

- (f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.
- (g) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up to date.
- (h) In the event that an invoice is rejected, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at <http://www.ipp.gov/>

G.3 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

- (a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e).

- (b) The provisional overhead rate(s) applicable to this contract:

Fringe Benefits- 44.5%

Overhead- 52%

G&A- 20%

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

## H.1 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)

- (a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.
- (b) The EDAR is available via the Internet at [www.ed.gov/policy/fund/reg/clibrary/edar.html](http://www.ed.gov/policy/fund/reg/clibrary/edar.html).

(End of Clause)

## H.2 3452.208-71 PRINTING (MAY 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 10 3/4 by 14 1/4 inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one page counts as two units. Three colors (including black) on two sides of one page count as six units.

(End of Clause)

## H.3 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(a) The Paperwork Reduction Act of 1995 applies to contractors that collect information for use or disclosure by the Federal government. If the contractor will collect information requiring answers to identical questions from 10 or more people, no plan, questionnaire, interview guide, or other similar device for collecting information may be used without first obtaining clearance from the Chief Acquisition Officer (CAO) or the CAO's designee within the Department of Education (ED) and the Office of Management and Budget (OMB). Contractors and Contracting Officers' Representatives shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and should seek the advice of the Department's Paperwork Clearance Officer to determine the procedures for acquiring CAO and OMB clearance.

(b) The contractor shall obtain the required clearances through the Contracting Officer's Representative before expending any funds or making public contacts for the collection of information described in paragraph (a) of this clause. The authority to expend funds and proceed with the collection shall be in writing by the contracting officer. The contractor must plan at least 120 days for CAO and OMB clearance. Excessive delay caused by the Government that arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the Excusable Delays or Default clause of this contract.

(End of Clause)

## H.4 3452.209-71 CONFLICT OF INTEREST (MAY 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(End of Clause)

H.5 3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011)

(a) Offerors are hereby put on notice that regardless of their use of the legend set forth in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, the Government may be required to release certain data contained in the proposal in response to a request for the data under the Freedom of Information Act (FOIA). The Government's determination to withhold or disclose a record will be based upon the particular circumstance involving the data in question and whether the data may be

(b) By submitting a proposal or quotation in response to this solicitation:

(1) The offeror acknowledges that the Department may not be able to withhold or deny access to data requested pursuant to FOIA and that the Government's FOIA officials shall make that determination;

(2) The offeror agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by FOIA;

(3) The offeror acknowledges that proposals not resulting in a contract remain subject to FOIA; and

(4) The offeror agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under FOIA.

(c) Offerors are cautioned that the Government reserves the right to reject any proposal submitted with:

(1) A restrictive legend or statement differing in substance from the one required by the solicitation provision in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, or

(2) A statement taking exceptions to the terms of paragraphs (a) or (b) of this provision.

(End of Provision)

#### H.6 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:

(1) Unit prices, including labor rates;

(2) Statements of Work/Performance Work Statements generated by the contractor;

(3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements;

(4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);

(5) Any and all information, data, software, and related documentation first provided under the contract;

(6) Proposals or portions of proposals incorporated by reference; and

(7) Other terms and conditions.

(End of Clause)

#### H.7 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(a) Applicable Regulations. In accordance with Department of Education regulations on the protection of human subjects, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects.

(b) Definitions.

(1) The regulations define research as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge." (34 CFR 97.102(d)). If an activity follows a deliberate plan designed to develop or contribute to generalizable knowledge, it is research. Research includes activities that meet this definition, whether or not they are conducted under a program considered research for other purposes. For example, some demonstration and service programs may include research activities.

(2) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or obtains identifiable private information. (34 CFR 97.102(f)). The definition of a human subject is met if an activity involves obtaining--

(i) Information about a living person by--

(A) Manipulating that person's environment, as might occur when a new instructional technique is tested; or

(B) Communicating or interacting with the individual, as occurs with surveys and interviews;

or

(ii) Private information about a living person in such a way that the information can be linked to that individual (the identity of the subject is or may be readily determined by the investigator or associated with the information). Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information that has been provided for specific purposes by an individual and that an individual can reasonably expect will not be made public (for example, a school health record).

(c) Exemptions. The regulations provide exemptions from coverage for activities in which the only involvement of human subjects will be in one or more of the categories set forth in 34 CFR 97.101(b)(1)-(6). However, if the research subjects are children, the exemption at 34 CFR 97.101(b)(2) (i.e., research involving the use of educational tests, survey procedures, interview procedures or observation of public behavior) is modified by 34 CFR 97.401(b), as explained in paragraph (d) of this provision. Research studies that are conducted under a Federal statute that requires without exception that the confidentiality of the personally identifiable information will be maintained throughout the research and thereafter, e.g., the Institute of Education Sciences confidentiality statute, 20 U.S.C. 9573, are exempt under 34 CFR 97.101(b)(3)(ii).

(d) Children as research subjects. Paragraph (a) of 34 CFR 97.402 of the regulations defines children as "persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted." Paragraph (b) of 34 CFR 97.401 of the regulations provides that, if the research involves children as subjects--

(1) The exemption in 34 CFR 97.101(b)(2) does not apply to activities involving--

(i) Survey or interview procedures involving children as subjects; or

(ii) Observations of public behavior of children in which the investigator or investigators will participate in the activities being observed.

(2) The exemption in 34 CFR 97.101(b)(2) continues to apply, unmodified by 34 CFR 97.401(b), to--

(i) Educational tests; and

(ii) Observations of public behavior in which the investigator or investigators will not participate in the activities being observed.

(e) Proposal Instructions. An offeror proposing to do research that involves human subjects must provide information to the Department on the proposed exempt and nonexempt research activities. The offeror should submit this information as an attachment to its technical proposal. No specific page limitation applies to this requirement, but the offeror should be brief and to the point.

(1) For exempt research activities involving human subjects, the offeror should identify the exemption(s) that applies and provide sufficient information to allow the Department to determine that the designated exemption(s) is appropriate. Normally, the narrative on the exemption(s) can be provided in one paragraph.

(2) For nonexempt research activities involving human subjects, the offeror must cover the following seven points in the information it provides to the Department:

(i) Human subjects' involvement and characteristics: Describe the characteristics of the subject population, including their anticipated number, age range, and health status. Identify the criteria for inclusion or exclusion of any subpopulation. Explain the rationale for the involvement of special classes of subjects, such as children, children with disabilities, adults with disabilities, persons with mental disabilities, pregnant women, institutionalized individuals, or others who are likely to be vulnerable.

(ii) Sources of materials: Identify the sources of research material obtained from or about individually identifiable living human subjects in the form of specimens, records, or data.

(iii) Recruitment and informed consent: Describe plans for the recruitment of subjects and the consent procedures to be followed.

(iv) Potential risks: Describe potential risks (physical, psychological, social, financial, legal, or other) and assess their likelihood and seriousness. Where appropriate, discuss alternative treatments and procedures that might be advantageous to the subjects.

(v) Protection against risk: Describe the procedures for protecting against or minimizing potential risks, including risks to confidentiality, and assess their likely effectiveness. Where appropriate, discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects. Also, where appropriate, describe the provisions for monitoring the data collected to ensure the safety of the subjects.

(vi) Importance of knowledge to be gained: Discuss why the risks to the subjects are reasonable in relation to the importance of the knowledge that may reasonably be expected to result.

(vii) Collaborating sites: If research involving human subjects will take place at collaborating site(s), name the sites and briefly describe their involvement or role in the research. Normally, the seven-point narrative can be provided in two pages or less.

(3) If a reasonable potential exists that a need to conduct research involving human subjects may be identified after award of the contract and the offeror's proposal contains no definite plans for

(f) Assurances and Certifications.

(1) In accordance with the regulations and the terms of this provision, all contractors and subcontractors that will be engaged in covered human subjects research activities shall be required to comply with the requirements for Assurances and Institutional Review Board approvals, as set forth in the contract clause 3452.224-72 (Research activities involving human subjects).

(2) The contracting officer reserves the right to require that the offeror have or apply for the assurance and provide documentation of Institutional Review Board (IRB) approval of the research prior to award.

(g)

(1) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>.

(2) Offerors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator  
U.S. Department of Education  
Office of the Chief Financial Officer  
Financial Management Operations  
400 Maryland Avenue, SW.  
Washington, DC 20202-4331  
Telephone: (202) 245 8090.

(End of Provision)

H.8 3452.227-71 ADVERTISING OF AWARDS (MAY 2011)

The contractor agrees not to refer to awards issued by, or products or services delivered to, the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal government or is considered by the Federal government to be superior to other products or services.

(End of Clause)

H.9 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph (c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and non-disclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government-furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, \_\_\_\_\_, an authorized representative of the \_\_\_\_\_, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an attachment to this

(1) The recipient shall--

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number \_\_\_\_\_. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. See paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon \_\_\_\_\_. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

\_\_\_\_\_  
Recipient's Business Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative's Typed Name and Title

(End of Clause)

H.10 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms limited rights and restricted rights are defined in the rights in data--general clause (FAR 52.227-14).

(b) Proprietary data, technical data, or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) Proprietary data with legends that serve to restrict disclosure or use of data. The contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The contractor shall not, without the express written permission of the party who owns the data, release, or disclose such data or software to any person.

(2) GFI marked with limited or restricted rights legends. The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) GFI marked with specially negotiated license rights legends. The contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data, or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the use and non-disclosure agreement. The contractor shall modify paragraph (c)(1)(iii) of the use and non-disclosure agreement (3452.227-72) to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights.

(1) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data, or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software.

(2) The contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data, or computer software subject to restrictive legends.

(End of Clause)

H.11 3452.228-70 REQUIRED INSURANCE (MAY 2011)

(a) The contractor shall procure and maintain such insurance as required by law or regulation, including but not limited to the requirements of FAR Subpart 28.3. Prior written approval of the contracting officer shall be required with respect to any insurance policy, the premiums for which the contractor proposes to treat as a direct cost under this contract, and with respect to any proposed qualified program of self-insurance. The terms of any other insurance policy shall be submitted to the contracting officer for approval upon request.

(b) Unless otherwise authorized in writing by the contracting officer, the contractor shall not procure or maintain for its own protection any insurance covering loss or destruction of, or damage to, Government property.

(End of Clause)

H.12 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)

(a) Under the circumstances in FAR 32.704(a)(1), the contractor shall submit the following information in writing to the contracting officer:

- (1) Name and address of the contractor.
- (2) Contract number and expiration date.

(3) Contract items and amounts that will exceed the estimated cost of the contract or the limit of the funds allotted.

(4) The elements of cost that changed from the original estimate (for example: labor, material, travel, overhead), furnished in the following order:

- (i) Original estimate.
- (ii) Costs incurred to date.
- (iii) Estimated cost to completion.
- (iv) Revised estimate.
- (v) Amount of adjustment.

(5) The factors responsible for the increase.

(6) The latest date by which funds must be available to the contractor to avoid delays in performance, work stoppage, or other impairments.

(b) A fixed fee provided in a contract may not be changed if a cost overrun is funded. Changes in a fixed fee may be made only to reflect changes in the scope of work that justify an increase or decrease in the fee.

(End of Clause)

#### H.13 3452.237-70 SERVICES OF CONSULTANTS (MAY 2011)

Except as otherwise expressly provided elsewhere in this contract, and notwithstanding the provisions of the clause of the contract entitled "Subcontracts" (FAR 52.244-2), the prior written approval of the contracting officer shall be required--

- (a) If any employee of the contractor is to be paid as a "consultant" under this contract; and
- (b)

(1) For the utilization of the services of any consultant under this contract exceeding the daily rate set forth elsewhere in this contract or, if no amount is set forth, \$800, exclusive of travel costs, or if the services of any consultant under this contract will exceed 10 days in any calendar year.

(2) If that contracting officer's approval is required, the contractor shall obtain and furnish to the contracting officer information concerning the need for the consultant services and the reasonableness of the fee to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by the consultant to others for performing consultant services of a similar nature.

(End of Clause)

#### H.14 3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAY 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

(End of Clause)

#### H.15 3452.239-70 INTERNET PROTOCOL VERSION 6 (MAY 2011)

(a) Any system hardware, software, firmware, or networked component (voice, video, or data) developed, procured, or acquired in support or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet protocol (IP) version 6 (IPv6) as set forth in Internet Engineering Task Force (IETF) Request for Comments (RFC) 2460 and associated IPv6-related IETF RFC standards. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.

(b) Specifically, any new IP product or system developed, acquired, or produced must--

- (1) Interoperate with both IPv6 and IPv4 systems and products; and
- (2) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.
- (c) Any exceptions to the use of IPv6 require the agency's CIO to give advance, written approval.

(End of Clause)

H.16 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)

- (a) The contractor shall give the contracting officer immediate notice in writing of--
  - (1) Any legal action, filed against the contractor arising out of the performance of this contract, including any proceeding before any administrative agency or court of law, and also including, but not limited to, the performance of any subcontract hereunder; and
  - (2) Any claim against the contractor for cost that is allowable under the "allowable cost and payment" clause.
  - (b) Except as otherwise directed by the contracting officer, the contractor shall immediately furnish the contracting officer copies of all pertinent papers received under that action or claim.
  - (c) If required by the contracting officer, the contractor shall--
    - (1) Effect an assignment and subrogation in favor of the Government of all the contractor's rights and claims (except those against the Government) arising out of the action or claim against the contractor; and
    - (2) Authorize the Government to settle or defend the action or claim and to represent the contractor in, or to take charge of, the action.
    - (d) If the settlement or defense of an action or claim is undertaken by the Government, the contractor shall furnish all reasonable required assistance. However, if an action against the contractor is not covered by a policy of insurance, the contractor shall notify the contracting officer and proceed with the defense of the action in good faith.
    - (e) To the extent not in conflict with any applicable policy of insurance, the contractor may, with the contracting officer's approval, settle any such action or claim.
    - (f)
      - (1) The Government shall not be liable for the expense of defending any action or for any costs resulting from the loss thereof to the extent that the contractor would have been compensated by insurance that was required by law, regulation, contract clause, or other written direction of the contracting officer, but that the contractor failed to secure through its own fault or negligence.
      - (2) In any event, unless otherwise expressly provided in this contract, the contractor shall not be reimbursed or indemnified by the Government for any cost or expense of liability that the contractor may incur or be subject to by reason of any loss, injury, or damage, to the person or to real or personal property of any third parties as may arise from the performance of this contract.

(End of Clause)

H.17 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011)

The contractor shall notify the contracting officer of any actual or potential situation, including but not limited to labor disputes, that delays or threatens to delay the timely performance of work under this contract. The contractor shall immediately give written notice thereof, including all relevant information.

(End of Clause)

H.18 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

(End of Clause)

H.19 3452.243-70 KEY PERSONNEL (MAY 2011)

(a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

(b) The following personnel have been identified as Key Personnel in the performance of this contract:

Labor Category	Name
TBD	

(End of Clause)

H.20 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to Not Applicable .

H.21 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations . The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to travel in accordance wiht the contractor's Updated Annual Plan .

H.22 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H.23 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with RMC Research

Kauffman & Associates

PRiME Center at SLU

Central Regional Education Association

Format Consulting

Global Learning Partners

NWEA

Research About Children of Color in Early Education

Tallman Research and Educational Development in the amount stated in its final proposal revision.

## H.24 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

## H.25 313.237-72 CLEARANCE OF CONFERENCES/MEETINGS (FEBRUARY 2015):

Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from a Conference Policy and Operations Team member prior to final agreement. All hotel/venue contracts shall be submitted electronically via email to the cognizant Contracting Officer's Representative, with a carbon copy to the Contracting Officer, who will ensure Conference Policy and Operations reviews the contract.

**Complimentary Items "Comps":** The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.) **Dual Compensation:** Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the Contractor receives any compensation from another source as a result of conference services performed for the Department, the Contractor shall report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.

## H.26 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal

accessibility to information a priority for all its employees  
and external customers, including individuals with disabilities.

Under Sections 504 and 508 of the Rehabilitation Act of 1973

(29 U.S.C. sections 794 and 794d, as amended), ED must ensure the  
accessibility of its programs and activities, specifically its  
obligation to acquire and use accessible electronic and  
information technology. ED maintains the manual, "Requirements  
for Accessible Software Design," to convey the accessibility

needs of the Department to the developers and suppliers  
of computer applications. To comply with the provisions of this  
clause, the contractor may use the edition of the ED manual  
"Requirements for Accessible Software Design" in effect at  
the date of award of this contract or any more recent edition.

A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>  
(a) Software delivered to or developed for ED--Except as  
provided in paragraph (b) or (c) of this clause, all  
software delivered to or developed for ED, under this  
contract, for use by ED's employees or external customers  
must meet all the requirements of the ED manual  
"Requirements for Accessible Software Design." However,  
in accordance with paragraph (c) of this clause, the

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

**SECTION I  
CONTRACT CLAUSES**

- I.1 52.202-1 DEFINITIONS (JUN 2020)  
(Reference 52.202-1)
- I.2 52.203-3 GRATUITIES (APR 1984)  
(Reference 52.203-3)
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)  
(Reference 52.203-5)
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)  
(Reference 52.203-6)
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)  
(Reference 52.203-7)
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
(Reference 52.203-8)
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
(Reference 52.203-10)
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)  
(Reference 52.203-12)
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)  
(Reference 52.203-13)
- I.10 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)  
(Reference 52.203-17)
- I.11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)  
(Reference 52.204-4)
- I.12 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)  
(Reference 52.204-7)
- I.13 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)  
(Reference 52.204-10)
- I.14 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)  
(Reference 52.204-13)
- I.15 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)  
(Reference 52.204-14)
- I.16 52.209-6 PROTECTING THE GOVERNMENT`S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)  
(Reference 52.209-6)
- I.17 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)  
(Reference 52.209-9)
- I.18 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)  
(Reference 52.209-10)

I.20 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)  
(Reference 52.215-2)

I.21 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)  
(Reference 52.215-8)

I.22 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)  
(Reference 52.215-23)

I.23 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)  
(Reference 52.216-7)

I.24 52.216-8 FIXED FEE (JUN 2011)  
(Reference 52.216-8)

I.25 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)  
(Reference 52.217-2)

I.26 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days. Labor rates negotiated for Option Period IV will be used if this extension is authorized.

(End of Clause)

I.27 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNs (OCT 2018)  
(Reference 52.219-8)

I.28 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021)--ALTERNATE II (JUN 2020)  
(Reference 52.219-9 III)

I.29 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEP 2021)  
(Reference 52.219-16)

I.30 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)  
(Reference 52.219-28)

I.31 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)  
(Reference 52.222-2)

(The following clause shall apply as prescribed in FAR 22.202.)

I.32 52.222-3 CONVICT LABOR (JUN 2003)  
(Reference 52.222-3)

I.33 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS --OVERTIME COMPENSATION (MAY 2018)  
(Reference 52.222-4)

I.34 52.222-17 {52.222-17} [Reserved]  
(Reference 52.222-17)

I.35 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(The following clause shall apply as prescribed in FAR 22.8.)

I.36 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)  
(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.1308.)

I.37 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)  
(Reference 52.222-35)

(The following clause shall apply as prescribed in FAR 22.1408.)

I.38 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)  
(Reference 52.222-36)

I.39 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)  
(Reference 52.222-37)

I.40 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)  
(Reference 52.222-40)

I.41 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)  
(Reference 52.222-41)

I.42 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT  
(MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)  
(Reference 52.222-43)

I.43 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)  
(Reference 52.222-50)

I.44 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)  
(Reference 52.222-54)

I.45 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
(Reference 52.223-6)

I.46 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)  
(Reference 52.223-18)

I.47 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)  
(Reference 52.224-1)

I.48 52.224-2 PRIVACY ACT (APR 1984)  
(Reference 52.224-2)

I.49 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)  
(Reference 52.225-13)

I.50 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)  
(Reference 52.227-17)

I.51 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)  
(Reference 52.228-7)

I.52 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)  
(Reference 52.230-2)

I.53 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)  
(Reference 52.230-3)

I.54 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (JUN 2020)  
(Reference 52.230-5)

I.55 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)  
(Reference 52.230-6)

I.56 52.232-1 PAYMENTS (APR 1984)  
(Reference 52.232-1)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I.57 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
(Reference 52.232-9)

I.58 52.232-11 EXTRAS (APR 1984)  
(Reference 52.232-11)

I.59 52.232-17 INTEREST (MAY 2014)  
(Reference 52.232-17)

I.60 52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
(Reference 52.232-18)

(The following clause shall apply if the contract is incrementally funded.)

I.61 52.232-22 LIMITATION OF FUNDS (APR 1984)  
(Reference 52.232-22)

I.62 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)  
(Reference 52.232-23)

I.63 52.232-25 PROMPT PAYMENT (JAN 2017)  
(Reference 52.232-25)

I.64 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)  
(Reference 52.232-33)

I.65 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)  
(Reference 52.232-39)

I.66 52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991)  
(Reference 52.233-1 I)

I.67 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
(Reference 52.233-3)

I.68 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
(Reference 52.233-4)

I.69 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  
(Reference 52.242-1)

I.70 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
(Reference 52.242-4)

I.71 52.242-13 BANKRUPTCY (JUL 1995)  
(Reference 52.242-13)

I.72 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)  
 (Reference 52.243-2 I)

I.73 52.244-2 I SUBCONTRACTS (JUN 2020)--ALTERNATE I (JUN 2020)  
 (Reference 52.244-2 I)

I.74 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)  
 (Reference 52.244-5)

I.75 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)  
 (Reference 52.244-6)

I.76 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)  
 (Reference 52.246-25)

I.77 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)  
 (Reference 52.249-6)

I.78 52.249-14 EXCUSABLE DELAYS (APR 1984)  
 (Reference 52.249-14)

I.79 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)  
 (Reference 52.252-6)

I.80 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)  
 (Reference 52.253-1)

I.81 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)  
 (Reference 3452.208-72)

I.82 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)  
 (Reference 3452.232-70)

I.83 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)  
 (Reference 3452.242-70)

I.84 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES  
 (MAY 2011)  
 (Reference 3452.242-73)

I.85 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain,

any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(End Of Provision)

#### I.86 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

#### I.87 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=/browse/far/52>

(End of Clause)

#### I.88 3452.224-72 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(a) In accordance with Department of Education regulations on the protection of human subjects in research, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects. The definitions in 34 CFR 97.102 apply to this clause. As used in this clause, covered research means research involving human subjects that is not exempt under 34 CFR 97.101(b) and 97.401(b).

(b) If ED determines that proposed research activities involving human subjects are covered (i.e., not exempt under the regulations), the contracting officer or contacting officer's designee will require the contractor to apply for the Federal Wide Assurance from the Office for Human Research Protections, U.S. Department of Health and Human Services, if the contractor does not already have one on file. The contracting officer will also require that the contractor obtain and send to the Department documentation of Institutional Review Board (IRB) review and approval of the research.

(c) In accordance with 34 CFR part 97, all subcontractors and any legally separate entity (neither owned nor operated by the contractor) that will be engaged in covered research activities under or related to this contract shall be required to comply with the requirements for assurances and IRB approvals. The contractor must include the substance of this clause, including paragraph (c) of this clause, in all subcontracts, and must notify any other entities engaged in the covered research activities of their responsibility to comply with the regulations.

(d) Under no condition shall the contractor conduct, or allow to be conducted, any covered research activity involving human subjects prior to the Department's receipt of the certification that the research has been reviewed and approved by the IRB. (34 CFR 97.103(f)). No covered research

involving human subjects shall be initiated under this contract until the contractor has provided the contracting officer (or the contracting officer's designee) a properly completed certification form certifying IRB review and approval of the research activity, and the contracting officer or designee has received the certification. This restriction applies to the activities of each participating entity.

(e) In accordance with 34 CFR 97.109(e), an IRB must conduct continuing reviews of covered research activities at intervals appropriate to the degree of risk, but not less than once a year. Covered research activities that are expected to last one year or more are therefore subject to review by an IRB at least once a year.

(1) For each covered activity under this contract that requires continuing review, the contractor shall submit an annual written representation to the contracting officer (or the contracting officer's designee) stating whether covered research activities have been reviewed and approved by an IRB within the previous 12 months. The contractor may use the form titled "Protection of Human Subjects: Assurance Identification/Certification/Declaration of Exemption" for this representation.

For multi-institutional projects, the contractor shall provide this information on its behalf and on behalf of any other entity engaged in covered research activities for which continuing IRB reviews are required.

(2) If the IRB disapproves, suspends, terminates, or requires modification of any covered research activities under this contract, the contractor shall immediately notify the contracting officer in writing of the IRB's action.

(f) The contractor shall bear full responsibility for performing as safely as is feasible all activities under this contract involving the use of human subjects and for complying with all applicable regulations and requirements concerning human subjects. No one (neither the contractor, nor any subcontractor, agent, or employee of the contractor, nor any other person or organization, institution, or group of any kind whatsoever) involved in the performance of such activities shall be deemed to constitute an agent or employee of the Department of Education or of the Federal government with respect to such activities. The contractor agrees to discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent contractor without imputing liability on the part of the Government for the acts of the contractor and its employees.

(g) Upon discovery of any noncompliance with any of the requirements or standards stated in paragraphs (b) and (c) of this clause, the contractor shall immediately correct the deficiency. If at any time during performance of this contract, the contracting officer determines, in consultation with the Protection of Human Subjects Coordinator, Office of the Chief Financial Officer, or the sponsoring office, that the contractor is not in compliance with any of the requirements or standards stated in paragraphs (b) and (c) of this clause, the contracting officer may immediately suspend, in whole or in part, work and further payments under this contract until the contractor corrects such noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing.

(h) The Government may terminate this contract, in full or in part, for failure to fully comply with any regulation or requirement related to human subjects involved in research. Such termination may be in lieu of or in addition to suspension of work or payment. Nothing herein shall be construed to limit the Government's right to terminate the contract for failure to fully comply with such requirements.

(i) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>. Contractors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator  
U.S. Department of Education  
Office of the Chief Financial Officer  
400 Maryland Avenue, SW.  
Washington, DC 20202-4331  
Telephone: (202) 245-8090.

(End of Clause)

I.89 3452.204-72 DEVIATION (JUN 2021) Contractor Security Vetting Requirements. (DEVIATION) (JUN 2021)

(a) The contractor and its subcontractors shall comply with Department of Education personnel, cyber, privacy, security policy requirements as set forth in Contractor Security Vetting Requirements at <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) Contractor employees who will have access to proprietary or sensitive ED information including Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h), ED IT systems, contractor systems operated with ED data or interfacing with ED systems, ED facilities or space, and/or perform duties in a school or in a location where children are present, must undergo a personnel security screening and a receive favorable determination and are subject to reinvestigation as described in the Contractor Vetting Security Requirements. Compliance with the Contractor Vetting Security Requirements, as amended, is required.

(c) The type of security investigation required to commence work on an ED contract is dictated by the position designation determination assigned by ED. All ED contractor positions are designated commensurate with their position risk/sensitivity, in accordance with Title 5 Code of Federal Regulations (5 CFR 731.106) and OPMs Position Designation Tool (PDT) located at: <https://pdt.nbis.mil/>. The position designation determines the risk level and the corresponding level of background investigations required.

(d) The contractor shall comply with all contractor position designations established by ED.

(e) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR): [NA]

Moderate Risk (MR): [Director]

Deputy director

Principal investigator/researcher

Technical assistance specialist

Principal investigator/researcher

Corporate security liaison

Research analyst

Research analyst I

Principal Investigator I

Principal investigator/researcher II

Principal investigator/researcher I

Researcher Principal investigator/researcher II

Sr. Researcher Principal investigator/researcher I

Data Analytics Developer Research analyst I

Research Analyst Research analyst I

Sr. Data Analytics Developer Research analyst I

]

Low Risk (LR): [Research Associate Research analyst II]

(f) For performance-based contracts where ED has not identified required labor categories for contractor positions, ED considers the risk sensitivity of the services to be performed and the access to ED facilities and systems that will be required during performance, to determine the uniform contractor position risk level designation for all contractor employees who will be providing services under the contract. The uniform contractor position risk level designation applicable to this performance-based contract is:

[ ]

(g) Only U.S. citizens will be eligible for employment on contracts requiring a Moderate Risk/Public Trust, High Risk/Public Trust, or a National Security designation.

(h) Permanent resident aliens may be eligible for employment on contracts requiring Low Risk/ Public Trust access.

(i) An approved waiver, in accordance with Contractor Vetting Security Requirements is required for any exception to the requirements of paragraphs (g) and (h) above.

(j) The Contractor shall-

- (1) Comply with the Principal Office (PO) processing requirements for personnel security screening,
- (2) Ensure that no contractor employee is placed in a higher risk position than for which he or she is approved,
- (3) Ensure contractor employees submit required security forms for reinvestigation in accordance with the timeframes set forth in the Contractor Vetting Security Requirements,
- (4) Report to the COR any information (i.e., personal conduct, criminal conduct, financial difficulties, etc.) that would raise a concern about the suitability of a contractor or whether a

contractor employees continued employment would promote the efficiency of the service or violate the public trust,

- (5) Protect sensitive and Privacy Act-protected, including Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h), from unauthorized access, use or misuse by its contractor employees, prevent unauthorized access by others, and report any instances of unauthorized access, use or misuse to the COR,
  - (6) Report to the COR within two business days any removal of a contractor employee from a contract; or within one business day if removed for cause,
  - (7) Upon the occurrence of any of the events listed under paragraph (b) of FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel, return a PIV ID to the COR within seven business days of the contractor employees departure; and
  - (8) Report to the COR any change to job activities that could result in a change in the contractor employees position or the need for increased security access.
- (k) Failure to comply with any of the personnel security requirements, set forth in Contractor Security Vetting Requirements at <http://www.ed.gov/fund/contract/about/bsp.html>, may result in a termination of the contract for default or cause.

(End of Clause)

#### I.90 3452.239-72 DEVIATION (JUN 2021) Department Security and Privacy Requirements for Information Technology Procurements (DEVIATION) (JUN 2021)

- (a) The contractor and its subcontractors shall, at all times, maintain compliance with the most current version of Department of Education requirements as set forth in Security and Privacy Requirements for Information Technology Procurements posted at <http://www.ed.gov/fund/contract/about/bsp.html>.
- (b) Performance of this contract will [X] will not [NA] involve access to ED IT systems and/or contractor systems operated with ED data or interfacing with ED systems. For contracts that require access to ED IT systems and/or contractor systems operated with ED data or interfacing with ED systems, the Information Security Categorization applicable to each security objective has been determined to be:

Confidentiality:	[NA] Low	[X] Moderate	[NA] High
Integrity:	[X] Low	[NA] Moderate	[NA] High
Availability:	[X] Low	[NA] Moderate	[NA] High
Overall Risk Level:	[X] Low	[NA] Moderate	[NA] High

- (c) Performance of this contract [X] does involve [NA] does not involve Personally Identifiable information (PII) or Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h). The Confidentiality Impact Level of such information has been determined to be:

[NA] Not Applicable      [X] Low      [NA] Moderate      [NA] High.

- (d) Failure to comply with Department of Education Security and Privacy Requirements for Information Technology Procurements may result in a termination of the contract for default or cause.

(End of Clause)

**SECTION J  
LIST OF ATTACHMENTS**

J.1 309-1a LIST OF ATTACHMENTS

Attachment A - Performance of Work Statement

Attachment B- Deliverable Schedule

Attachment C- Key Personnel

J.2 Attachment A - Performance Work Statement

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# Performance Work Statement

Regional Educational Laboratory Program, 2022 Cycle

## I. Procurement Purpose and Authorizing Legislation

The U.S. Department of Education (the Department) intends to award nine 60-month contracts to qualified entities to serve as the Regional Educational Laboratory (REL) for nine of the 10 REL regions.<sup>1</sup> See Appendix A for the names of the regions and their constituent states or jurisdictions. Each REL will be part of a program of 10 RELs authorized under the Education Sciences Reform Act (ESRA) of 2002, Part D, Section 174 (20 U.S.C. 9564). The REL Program is administered by the National Center for Education Evaluation and Regional Assistance (NCEE) at the Institute of Education Sciences (IES)<sup>2</sup> in the US Department of Education (the Department).

The authorizing legislation directs RELs to carry out applied research and development, disseminate findings from scientifically valid research, provide support for using research in education decision-making, and coordinate their activities with other technical assistance entities funded through the U.S. Department of Education, such as the Comprehensive Centers and the Equity Assistance Centers. REL products and services must be completed to the quality specifications required by IES.

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<sup>1</sup> The REL Southwest contract cycle is 11 months behind the other RELs and will be awarded in fall 2022.

<sup>2</sup> <http://www2.ed.gov/policy/rschstat/leg/PL107-279.pdf>

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## II. Introduction to the 2022 REL Cycle

The purpose of each REL is to assist practitioners and policymakers in their work to improve outcomes for learners in its region—from early childhood to adulthood—by supporting stakeholders in the generation and use of research, evidence, and evidence-based practices. To achieve that purpose, RELs: (1) conduct applied research and development; (2) design and implement training, coaching, and technical support activities that emphasize building capacity to use data and information to drive change; and (3) disseminate scientifically valid research, evidence-based practices, and supporting materials that allow stakeholders to apply this knowledge to their own practice.

All REL work must be both rigorous and high leverage.

- REL research and development activities are *rigorous* when they meet IES' standards for work that is scientifically valid. REL training, coaching, technical assistance, and dissemination activities are rigorous when they are (a) based on practices that are evidence-based<sup>3</sup>, and (b) designed and delivered in ways that are consistent with what is known about high-quality adult learning and educator professional development experiences.
- REL work is *high leverage* when it is change-oriented, supporting consequential local, regional or statewide decisions about policies, programs, and practices designed to improve learner outcomes.

### RELs Work in Partnership with Key Stakeholder Groups

Working in partnership with key stakeholder groups<sup>4</sup> is central to the success of the REL Program. RELs are expected to engage partners – that is, leaders and decisionmakers representing key stakeholder groups who work directly in partnership with the REL – in the

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<sup>3</sup> The term “evidence-based,” generally refers to Tiers 1, 2, and 3 of the evidence levels specified in the Every Student Succeeds Act. However, IES expects the RELs to look for, share, and work with the highest tier of evidence that is available.

<sup>4</sup> Stakeholder groups include but are not limited to state education agencies (SEAs), local education agencies (LEAs), state and local school boards, institutes of higher education (IHEs), schools funded by the Bureau of Indian Affairs, as well as student, parent, and community organizations. “Key stakeholders” generally refers to those with decision-making authority and the ability to influence policy or practice in their organization. The REL program as a whole is required to allocate no less than 25 percent of the program’s annual resources to meeting the needs of rural areas, as defined by the U.S. Census Bureau. Additionally, each REL has a Governing Board that is comprised of the chief state school officer, or their designee, for each state or jurisdiction in a REL region, as well as other regional stakeholders. Governing Boards provide RELs strategic direction, including prioritizing which regional needs should be the focus of the REL’s work.

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design, execution, and evaluation<sup>5</sup> of their activities. Projects that involve key stakeholders in defining their needs and co-designing activities to address these needs are best situated to develop high-quality products and professional learning experiences. An example of such a project is the co-development of activities and/or products that address pressing questions of practice, communicates technically accurate content in plain-spoken ways, and is useful for the intended audience. Similarly, high leverage work as defined above is not possible without RELs working in partnership.<sup>6</sup>

RELs have worked with state departments of education, school districts, and other education stakeholders for more than 50 years, and have formed partnerships with educators and policymakers with the purpose of bridging research and practice for nearly a decade. IES' requirements for partnerships have changed over time. The 2012 REL cycle supported *research alliances*, defined as regional, cross-state, or cross-district groups of practitioners, policymakers, and researchers who worked together over time to use data and research to better understand and address a particular education concern. In the 2017 REL cycle, *partnership* was defined more broadly than *research alliances* had been under the previous cycle, emphasizing specific features of partnership work. Such features included clear, specific, and actionable outcomes for improvement of some aspect of education; clear strategies for building the capacity of members of the partnership; regular communication with partners; and a commitment to collaborate on a coherent, integrated, well-planned set of activities.

In the 2022 REL cycle, IES emphasizes *working in partnership to improve student outcomes*. This approach privileges no specific functional form, theory of change, or composition. Instead, the work of RELs should be purpose-built to meet partners' specific needs. So long as the partner (1) identifies the high leverage need to be addressed, and (2) is actively involved in the design, execution and evaluation of a project or set of related projects, work is considered to be done in partnership. Sets of REL projects done in partnership may take different forms and involve different members across the duration of the work. There are few restrictions on the groups with which RELs may partner, or how REL's work in partnership is realized.

#### **RELs Conduct Three Types of Activities**

The authorizing legislation for the REL Program requires that RELs conduct three main activities: (1) applied research, which in this cycle IES explicitly extends to include *development activities* that translate scientifically valid evidence into tools for practitioners and interventions to meet unaddressed educator needs; (2) technical assistance related to application and use of scientifically valid research; and (3) dissemination of scientifically valid research. IES expects most REL partnerships will leverage activities of each type to meet their outcomes.

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<sup>5</sup> Evaluation of activities will be discussed in the *Scope of Work/Requirements* section.

<sup>6</sup> See the *Expectations for the Implementation of the REL Program* section for additional information on working in partnership.

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Each type of activity is described here in an intentionally general manner. IES allows flexibility for RELs and their partners to undertake work under each of these activities that best fits their needs. The *Scope of Work/Requirements* section provides additional detail on each activity type.

### **Training, coaching, and technical support for use of research**

ESRA defines technical assistance as:

*A) assistance in identifying, selecting, or designing solutions based on research, including professional development and high-quality training to implement solutions leading to— (i) improved educational and other practices and classroom instruction based on scientifically valid research; and (ii) improved planning, design, and administration of programs; (B) assistance in interpreting, analyzing, and utilizing statistics and evaluations; and (C) other assistance necessary to encourage the improvement of teaching and learning through the applications of techniques supported by scientifically valid research.<sup>7</sup>*

RELs meet this mandate by conducting training, coaching, and technical support (TCTS) activities. In general, the REL Program focuses its TCTS work on activities that leverage RELs' unique expertise in rigorous research, evaluation, and the design and use of evidence-based practices. All TCTS activities should be aligned to the existing evidence base or involve building stakeholder capacity to build new evidence where little or none exists. TCTS that has as its primary aim the implementation of an "off-the-shelf" evidence-based practice, absent complementary activities that leverage REL capacities, should be supported by other education technical assistance providers.

TCTS projects may stand alone or be used in service of other activity types such as applied research and development projects. For example, TCTS activities can occur before or during an applied research project to help partners understand existing evidence or collect local, relevant data on the high leverage topic of interest. TCTS activities can also occur after an applied research project is completed with the goal of exploring implications of, and next steps from, the research. These activities are discussed in more detail in the *Scope of Work/Requirements* section under Task 4.

### **Applied research and development**

ESRA describes *applied research* as directed to the advancement of practice in education. It addresses complex questions about teaching and learning; the organization of schools and

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<sup>7</sup> See 20 USC § 9501 (23).

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systems; access to educational opportunity; learner success; and how education relates to, and prepares learners for, success in life and work. *Development* refers to the systematic use of knowledge to create products or processes; here, those products should support stakeholders' efforts to improve learner outcomes.<sup>8</sup>

The applied research and development work conducted by RELs must be high leverage. That is, it should be change-oriented, supporting consequential local or regional decisions about policies, programs, and practices designed to improve learner outcomes. Ideally, the knowledge and tools developed by individual RELs would be generalizable to multiple contexts. However, this is not a requirement provided the applied research or development product meets the needs of local or regional stakeholders. Similarly, applied research and development products may take any appropriate format so long as they are designed to be both useful to and used by decisionmakers or practitioners.

Applied research and development tasks are discussed in more detail in the *Scope of Work/Requirements* section under Task 5. Offerors should take special note of Subtask 5.2, which requires each REL to develop at least one research-based toolkit to support educators' use of evidence-based practices found in [What Works Clearinghouse™ Practice Guides](#).

### **Dissemination**

ESRA defines *dissemination* as:

*the communication and transfer of the results of scientifically valid research, statistics, and evaluations, in forms that are understandable, easily accessible, and usable, or adaptable for use in, the improvement of educational practice by teachers, administrators, librarians, other practitioners, researchers, parents, policymakers, and the public, through technical assistance, publications, electronic transfer, and other means.<sup>9</sup>*

RELs are honest brokers and effective synthesizers of scientifically valid information in an age where information of varying quality is ubiquitous and readily transmitted. IES's goal is for the REL "brand" of dissemination to convey quality, objectivity, and timeliness. When possible, REL dissemination activities should include opportunities to learn and connect with others. Dissemination products and activities should be understandable, easily accessible, and usable.

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<sup>8</sup> ESRA contrasts applied research and development with *basic research*, which does not necessarily have immediate or obvious implications for practice. Both types of research differ from other forms of information-gathering, such as compiling facts or statistics, documenting policies without analysis or scholarly interpretation, or generating and reporting on performance indicators.

<sup>9</sup> See 20 USC § 9501 (10)

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Products should not require substantial additional adaptation by stakeholders for use in the improvement of educational practice or the informing of educational policy.

REL's dissemination activities and products should also be *strategic*. Dissemination activities, products, and strategies should be developed and implemented to advance partnership work and the outcomes REL partners and other key stakeholders intend to achieve in their locality, state, or region. Except where otherwise specified, dissemination activities specifically designed for national audiences are a secondary consideration of individual RELs.

These activities are discussed in more detail in the *Scope of Work/Requirements* section under Task 6.

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### **III. Expectations for the Implementation of the REL Program**

As stated in the *Introduction to the 2022 REL Cycle*, the purpose of each REL is to support stakeholders in the use of research and evidence to improve outcomes for learners in its region from early childhood to adulthood. Current and previous REL cycles have demonstrated that there are many ways RELs can achieve this goal.

In general, the needs, desired outcomes, and context of their partners should inform the development and execution of REL projects. As noted above, IES believes this way of working maximizes the chances that RELs meet partner needs and help partners realize their desired outcomes. IES has identified a set of overarching expectations for how the work of the REL will be implemented, identified below.

**RELs shall conduct all (1) applied research and development and (2) TCTS work in partnership using the most effective structure possible.** The structure and features of work done in partnership should be defined by the nature of the work RELs and their partners intend to complete and the outcomes they seek to accomplish. IES expects that RELs will engage all stakeholders whose participation in the partnership is needed to realize the partnership's outcomes. This includes but is not limited to individuals, regional or local organizations, and professional associations with the authority to set, influence, or implement policy and practice; access data; provide content or context expertise; or generate awareness of, or buy-in to, specific evidence-based actions or outcomes identified by REL partners.

Regardless of the form work done in partnership takes, IES expects *good partnering behaviors* in all relationships between RELs and their partners. REL projects shall be co-developed with the partners they are intended to serve. Additionally, REL work should be characterized by effective communication; genuine cooperation; and a mutual understanding of the context, content, outcomes and targets of the work.<sup>10</sup>

**Work done in partnership shall focus on concerns that are narrowly tailored to increase the likelihood of achieving partners' desired outcomes.** REL projects should emphasize deep work on a specific problem, rather than diffuse work across a broad topical area. For example, a REL project or set of projects should not focus broadly on "early childhood education" but rather on a particular issue such as "improving the skills and knowledge of early childhood educators related to 1) formatively assessing children's language and mathematics development, and 2) applying that knowledge to practice."

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<sup>10</sup> Outcomes are defined by the domains within which partners wish to see change – for example, improved math proficiency rates for middle school students in New Jersey. Targets are specific, measurable, time-bound metrics associated with long-term outcomes – for example, 85 percent of middle school students achieving proficiency on the statewide mathematics assessment by 2027.

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**RELs shall work in partnership with groups within a single state or jurisdiction.** The work of REL partnerships should generally focus on statewide or local needs to increase the likelihood of achieving partners' desired outcomes. IES expects that RELs will work to serve all states in their region; however, differences in policy contexts and partner needs often make it difficult for multi-state partnerships to set specific shared targets and successfully execute high leverage work. Partners within a state may include statewide organizations (for example, SEAs, state boards of education, IHEs/teacher preparation programs, or professional organizations), regional organizations (for example, Intermediary Units that support groups of schools or districts within a state), districts, or individual schools. Work may be done in partnership with representatives from any combination of these levels if doing so is necessary to achieve their outcomes. RELs may also leverage Communities of Practice to connect stakeholders across states within a REL region that have similar needs (see Subtask 3.3 in the *Scope of Work/Requirements* section).

**REL activities shall have a demonstrable, credible relationship to improved learner outcomes.** The REL Program's purpose is to improve learner outcomes by supporting partners in the generation and use of research, evidence, and evidence-based practices. Therefore, the work of the RELs shall be actionable. That is, oriented towards solving, rather than simply describing, high-leverage problems of practice. Specifically:

- Activities should be in service of outcomes that are (a) co-designed with partners, (b) address authentic needs based on needs-sensing activities, (c) clear and measurable, and (d) have achievable, specific targets associated with these outcomes.
- Outcomes should be classified as short-term, medium-term, or long-term. Details as to the types of outcomes that are appropriate for each are described below in the *Key Outcomes for REL Work and Logic Model* section.
- Partners' long-term goals should serve as a "north star" for the work of RELs. REL work should be in service of their partners' goals (e.g., "doubling the rate of math proficiency among 3rd graders in <partner's LEA> over the next ten years"). Targets for RELs' work and outcomes vis-à-vis the partners' goal should be appropriate to the opportunities and constraints of the REL Program.
- All REL outcomes and their associated targets should be attainable within the REL cycle's current period of performance. When partners have goals that extend beyond the period of performance (e.g., "by 2030, 95% of 3<sup>rd</sup> grade students in <partner's LEA> will have achieved proficiency in math on the state test"), REL outcomes and targets should be appropriately tuned to the Program's opportunities and constraints (e.g., "At the end of the REL cycle, the REL and its partners hope to show a demonstrable increase in student

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growth relative to the students' baseline on all relevant domains of the progress monitoring assessment for 3<sup>rd</sup> grade math in all elementary schools in which teachers participated in trainings during the 2023-24 school year).

- Related projects developed in partnership with stakeholders will typically have the same long-term outcomes. Sets of projects co-developed with the same group may be intended to lead to distinct short- and medium-term outcomes, so long as they build on one another to help partners achieve shared long-term outcomes.
- RELs should be able to demonstrate—via logic models, theories of change, or equivalent—how activities they propose to undertake in partnership will be arrayed to meet their short-, medium-, and long-term outcomes. REL activities are a means to an end, not ends unto themselves.
- On-going monitoring of a REL's performance will be informed in part by its attainment of targets associated with short-term and medium-term outcomes; summative evaluation of a REL's performance will be informed in part by its attainment of targets associated with long-term REL outcomes.

**RELs shall focus on activities that leverage their distinctiveness in the federal technical assistance space and develop strategies for collaboration with other federal service providers to meet needs that lie outside RELs' core competencies.** RELs' distinctive value in the federal technical assistance community comes from their ability (a) to conduct applied research and development work that is rigorous and high leverage, and (b) to integrate that work with training, coaching, technical support, and dissemination that is of similarly high quality. RELs must consider how partner or other stakeholder needs that do not leverage that distinctiveness—such as implementation support absent a discernable applied research and development component—should be referred to other technical assistance providers such as the Regional Comprehensive Centers. RELs shall coordinate and participate in joint needs sensing activities with other federal technical assistance providers—in particular the Regional Comprehensive Center(s) that serve their region—to help inform such decisions on where regional needs are best addressed.

**RELs shall emphasize the scaling of What Works Clearinghouse (WWC) Practice Guide recommendations and should amplify and leverage scientifically valid research and evidence-based practices built or synthesized elsewhere within IES.** Discovering what works in education and then ensuring that knowledge is used to improve learners' education outcomes is central to the mission of IES and the REL Program. Similarly, evidence-based practice is a central tenet of the Elementary and Secondary Education Act and Every Student Succeeds Act. In the 2022 cycle, RELs support the use of evidence-based practices in two ways.

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First, each REL shall develop at least one toolkit that supports scaling of WWC Practice Guide recommendations.<sup>11</sup> WWC Practice Guides have a unique role within the evidence-based practices space. Their recommendations represent the IES's current and best understanding of evidence-based practice in a given domain. Some Practice Guides present a set of recommendations in which all recommendations should be implemented to achieve the intended outcomes, while other Practice Guide recommendations may be implemented independently of the other recommendations. More information about this activity is described in the *Scope of Work/Requirements* section under Subtask 5.2.

Second, each REL shall seek to amplify evidence and evidence-based products developed by other IES programs such as the National Center for Education Research, the National Center for Special Education Research, and the National Center for Education Evaluation and Regional Assistance when developing TCTS projects or dissemination materials.

**RELs shall develop and employ strategic dissemination plans based on the products developed, their intended outcomes, their target audience(s), and the networks through which evidence and evidence-based practice may be disseminated for said audience(s).** A strategic dissemination plan should incorporate the context and intended outcomes of the projects as well as dissemination practices and networks that are most likely to be effective for reaching target audiences. In order to develop and execute these strategies, RELs, with input from their partners, must be able to identify key audiences positioned to support partners in achieving their intended outcomes, target dissemination products and activities towards these audiences in places and through networks and knowledge brokers so that these audience are likely to find them, and develop/disseminate products in formats that are accessible and actionable to these audiences.

IES expects that dissemination plans will require coordination across tasks – in particular, between Task 3 (Working in Partnership with Stakeholders), Task 4 (Training, Coaching and Technical Support for Evidence Use), Task 5 (Applied Research and Peer Reviewed Research-based Development Projects) and Task 6 (Dissemination). IES also expects that dissemination strategies will be individualized and tailored to each set of projects developed in partnership. Simply making products or activities available through the REL's website or Twitter account is not sufficient, nor does it reflect the level of planning or effort IES expects RELs to put forth as part of a strategic dissemination effort.

**RELs shall intentionally seek opportunities to work with partners to address issues related to educational equity.** Researchers have established that racial and ethnic minorities, children from low-income backgrounds, and children who are not proficient in English, oftentimes do not have the same educational opportunities as their counterparts who are White, from higher income

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<sup>11</sup> Successful offerors will be expected to develop the toolkit they propose; however, the government retains the right to make changes to this Subtask after award.

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backgrounds, and are proficient in English.<sup>12</sup> These disparate opportunities and resulting experiences have contributed to significant racial, economic, and English language achievement gaps,<sup>13</sup> which may have been exacerbated by the Coronavirus pandemic.<sup>14</sup> Education practitioners, policymakers, and researchers fear millions of students may have fallen further behind after the U.S. transitioned from in-person education in March 2020 to a mostly virtual environment that resulted in inequitable access to learning opportunities for historically underserved students.<sup>15</sup> Furthermore, the social justice movement of 2020 prompted IES to think more critically about who is included in conversations about the high leverage needs the REL Program addresses and how the Program may benefit from including more diverse stakeholder groups.

What this means for the REL Program:

- **IES encourages RELs to propose projects that have the explicit goal of addressing educational equity.** These projects might illuminate the differential experiences, opportunities, and outcomes of learners from historically underserved communities and should identify and promote effective or promising solutions for addressing these inequities. RELs play an important role in contributing to the growing body of research on how experiences within the country's education system differ by context and student group, thereby impacting outcomes, and identifying potential solutions.
- **Whenever feasible, RELs shall seek opportunities to partner with students, parents, and community stakeholders—particularly those from historically underserved communities—to determine the focus of and inform REL work.** RELs could partner with these stakeholder groups to design, execute, and interpret research studies and their findings,<sup>16</sup> or to determine the focus of and participate in TCTS activities. RELs might also consider how to include these stakeholder groups in needs sensing activities or projects that include root cause analysis. Since REL staff may not have direct access to students, parents, or community members, LEAs, SEAs, and/or other partners may need to help facilitate this relationship. IES acknowledges that not all projects may yield themselves to including these stakeholder groups; however, it is important for the REL

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<sup>12</sup> U.S. Department of Education Office for Civil Rights. (2016). 2013–2014 civil rights data collection. A first look: Key data highlights on equity and opportunity gaps in our nation's public schools. Washington, DC: U.S. Department of Education. <https://www2.ed.gov/about/offices/list/ocr/docs/2013-14-first-look.pdf>. (accessed 1/5/2021); Kostyo, S., Cardichon, J., & Darling-Hammond, L. (2018). Making ESSA's equity promise real: State strategies to close the opportunity gap. Palo Alto, CA: Learning Policy Institute. Retrieved on January 5, 2021 from <https://learningpolicyinstitute.org/product/essa-equity-promise-report>.

<sup>13</sup> Hussar, B., Zhang, J., Hein, S., Wang, K., Roberts, A., Cui, J., Smith, M., Bullock Mann, F., Barmer, A., and Dilig, R. (2020). The Condition of Education 2020 (NCES 2020-144). U.S. Department of Education. Washington, DC: National Center for Education Statistics. Retrieved on January 5, 2021 from <https://nces.ed.gov/pubsinfo.asp?pubid=2020144>.

<sup>14</sup>Dorn, E., Hancock, B., Sarakatsannis, J., & Viruleg, E. (2020). COVID-19 and learning loss – disparities grow and students need help. McKinsey & Company. Retrieved on January 5, 2021 from <https://www.mckinsey.com/industries/public-and-social-sector/our-insights/covid-19-and-learning-loss-disparities-grow-and-students-need-help>.

<sup>15</sup> Ibid.

<sup>16</sup> See Subtask 5.6 in the *Scope of Work and Requirements* section for additional information

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Program explore this new opportunity to understand how including these partners might help improve learner outcomes. IES plans to provide support to RELs to do this work successfully.

**RELs shall employ strategies that integrate applied research; training, coaching, technical support; and dissemination in order to maximize the possibilities of partners meeting their short-, medium-, and long-term outcomes.** REL activities can be fit discretely into one of the three categories of REL work – (1) applied research; (2) training, coaching, and technical support; or (3) dissemination. However, IES expects that RELs will realize the greatest impact for partners and stakeholders when they integrate multiple types of work within partnerships and across their entire portfolio of work. Examples of integration might include, but are not limited to developing infographics or hosting a webinar based on the findings of an applied research project; developing a TCTS project to support partners' collection of data for a future applied research project; developing a coaching project to help partners determine “what's next” based on the implications of an applied research project; or developing a training project for instructional leaders based upon a toolkit or intervention developed by the REL.

**The content and design of REL work shall be informed by, align with, build upon partners' existing initiatives and their efforts to improve policies and practices.** RELs should (a) make all necessary efforts to understand the existing policy and practice context of all their stakeholders; (b) reflect an awareness of those contexts when planning with partners about how new activities can move them closer to achieving their outcomes; and (c) build partner capacity to execute all phases of an evidence-informed process of change.

At a minimum, REL work should be developed with an understanding of the state and local context in order to avoid duplication of effort or contradiction with existing initiatives or practices. Beyond that, REL project proposals should demonstrate how the work is part of a logical and feasible pathway to achieving partners' intended outcomes, in conjunction with other activities or initiatives taking place in partnership with, or outside of the REL. For example, a project in which the REL is supporting a networked improvement community of school curriculum leaders within a district in their efforts to help teachers identify, understand, and implement evidence-based instructional practices in early reading will be most successful if it builds upon existing teacher supports that the district provides and is followed by sustained district investment. Projects that are unable to demonstrate this – in other words, “one-off” projects that are not supported by additional REL work or partner initiatives outside of their work with the REL – are less likely to effectively support stakeholder change efforts and meet the criteria of high leverage. RELs should also coordinate with other federal technical assistance providers when designing research and training, coaching, and technical support projects to avoid duplication and maximize the benefit of federally funded supports.

Additionally, work in partnership should be designed to support partners in identifying and acting on the necessary next steps to achieve their outcomes. Part of this could include RELs

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acting as a thought partner to plan for what partners will do once REL supports have concluded. Another aspect of helping partners take next steps may involve reaching out to other stakeholder organizations with whom partners may not typically work. Partners for REL projects may include many, but not all, of the decisionmakers whose buy-in is necessary for achieving intended outcomes. In these cases, the REL could work in partnership to build the knowledge and capacity of partners to be able to clearly and persuasively champion potential evidence-based changes to outside decisionmakers and other stakeholders. Therefore, the REL, through partnerships, will need to become knowledgeable not only of their partners and their partners' contexts, but also of their partners' relationships to other key decisionmakers and the organizational processes of each relevant group.

**REL activities shall be designed and executed in a culturally responsive manner.** RELs shall make all necessary efforts to understand the cultural context of their partners at the state, region, district, or school level and use that knowledge to design and conduct high leverage work. Cultural context can have several meanings, but generally relates to how stakeholders interact within education and social systems and their beliefs, values, norms and behaviors. RELs should recognize that these beliefs, values, norms, and behaviors are likely to be different across the various stakeholder groups within a system. As RELs think about how to best meet their partners' needs around a given topic, they should also seek to understand the answers to questions such as: What does each relevant stakeholder group believe is the problem? What current norms might support or inhibit the adoption of a new practice or policy? What role does tradition play and how can it be used to support change?

**REL personnel shall include researchers with significant and demonstrated scholarly expertise in content areas and methodologies relevant to the work the REL undertakes as well as practitioners who have significant experience teaching and leading professional development in those content areas.** RELs shall develop a team that includes experts of several types, listed below:

- Content experts who possess a broad and deep perspective on what is known and what still is not settled in a research field. They enable the REL to frame important research questions and TCTS activities so that they both address immediate needs for evidence, as well as advance knowledge more broadly through applied research.
- Lead authors of REL reports who shall have demonstrated expertise in the content area being addressed by the report, shown through a substantial portfolio of peer-reviewed, published work in that area.<sup>17</sup>

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<sup>17</sup> See <https://eric.ed.gov/?selection> for IES' definition of peer-reviewed.

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- Methodological experts who ensure high leverage research questions are answered using appropriate methods and support the intended outcomes of the project.
- Current or recent practitioners who provide project staff additional context on problems of practice educators are facing.
- Experts in adult learning or professional development who can lead and inform the design and conduct of TCTS activities.

IES expects that the REL shall seek content expertise from a variety of sources, including universities or other firms, and shall adjust its mix of content expertise as new regional needs arise.

**REL products shall be clear, engaging, relevant, and actionable.** Products should be written for an informed lay audience. Non-researchers with limited statistical backgrounds should be able to understand key takeaways and implications from all products, including applied research. RELs shall incorporate formative feedback from at least one representative of the target audience when developing products to maximize their relevance, usability and actionability. RELs are encouraged to use multiple formats and to develop supplemental products to support research findings to make these findings as clear, engaging, relevant, accessible and actionable as possible to multiple audiences.

IES' primary concern is that the REL products are actionable for partners toward achieving their outcomes (see earlier expectation related to strategic dissemination). However, REL products should also be nationally relevant whenever possible so that other states, districts, and schools can adapt and implement the research knowledge, tools and trainings created through the REL partnership. RELs shall provide sufficient contextual information as a part of each applied research product so that users may be able to compare the context in which the work was conducted to their own when considering its relevance.

**Applied research products shall incorporate quantitative methodologies best suited to answer partners' questions and address their high leverage needs.** Applied research under the REL Program may use any quantitative methods, ranging from descriptive statistics to causal models, that are appropriate to meet partner needs. As discussed above, IES expects REL products to be high-leverage and actionable, with a focus on achieving partners' medium- and long-term outcomes. Therefore, while descriptive research is permitted, IES expects that descriptive research will not be conducted as a stand-alone project and will instead be combined with other REL supports that help partners and other stakeholders apply research evidence to policy or practice. For the purposes of research under the REL Program, qualitative research methods are typically best used in combination with quantitative methods rather than in isolation. For example, case study data can be used to provide examples of the types of implementation

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approaches that may be listed in survey response categories within an implementation evaluation.

IES encourages RELs to look for opportunities to conduct studies that build upon extant data by collecting data on implementation in real time in order to help stakeholders understand the variation in implementation, the challenges associated with implementation and educators' strategies for overcoming these challenges. Such studies would need to be launched early in the contract cycle because they would likely require Office of Management and Budget (OMB) clearance after the study proposal was approved by IES before the study could begin, as well as additional time to recruit participants and collect data.<sup>18</sup>

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<sup>18</sup> The OMB clearance process takes a minimum of five months.

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#### **IV. Key outcomes for REL work and logic model**

IES has identified several short-, medium-, and long-term outcomes anticipated from the work of RELs and the REL Program (see Figure 1). Given the wide variety of topics and activities of REL projects, it would be nearly impossible to capture every potential input, activity, output, and outcome of REL work. The logic model depicted in Figure 1 represents a high-level overview of the work of RELs and of the REL Program itself. IES does not include arrows linking specific inputs, activities, outputs, and outcomes in this model. However, IES' expectation is that as each REL co-develops and executes their scope of work they will demonstrate through logic models how specific components of their models are linked for each set of projects developed in partnership (see Task 3 under *Scope of Work and Requirements* for additional information).

As noted in the *Expectations for Implementation of the REL Program* section, RELs will be expected to work with their partners to co-develop and periodically update detailed logic models, theories of action or equivalent for each set of projects developed in partnership.<sup>19</sup> Measurement plans that allow the REL to quantify their progress toward achieving specified targets associated with short-, medium-, and long-term outcomes are also required. While the specific short- or medium-term outcomes in REL logic models might not match those in Figure 1, all applied research, coaching, training, and technical support activities shall be designed to support partners in meeting at least one of the five types of long-term outcomes listed in Figure 1.

##### **Inputs**

Although each REL project will include distinct inputs, some inputs should be common across any REL project. These include the experience and expertise in research, policy, and practice that RELs and their partners bring to a project. Partners' connections to other key stakeholders and their contextual knowledge is also a valuable input.

Buy-in on the part of partners, and the availability of REL and partner resources is also necessary. For RELs and partners, this includes time commitments necessary to be responsive to communication and participate in meetings or activities. This also includes time and effort to take the necessary steps to further project outcomes; for example, facilitating access to data for an applied research study or making phone calls to set up meetings with additional key stakeholders whose buy-in is critical for a project to meet its medium- or long-term outcomes. This may also involve financial resources, such as RELs using travel funds to accommodate a face-to-face meeting with partners, or partners paying for substitute teachers so that teacher leaders may attend a REL coaching or training session.

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<sup>19</sup> This will also be required for single (stand-alone) projects lasting more than six months; while IES expects most if not all REL work to be done through multiple projects with a set of stakeholders, IES will make limited allowances for stand-alone projects if the REL demonstrates the high-leverage nature of the proposed work.

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### **Activities and Outputs**

REL activities and outputs are described in greater detail in both the *Expectations for the Implementation of the REL Program* and *Scope of Work and Requirements* sections. While there are some broad categories of REL activities and outputs listed in the REL Program Logic Model, this is not meant to be an exhaustive list of all possible activities RELs may pursue. Similarly, RELs will have flexibility in proposing what types of outputs or products are developed within these broad categories outlined in the REL Program Logic Model so long as the content and structure of each activity and output is clearly, directly, and credibly linked to specific outcomes, particularly the medium- and long-term outcomes listed in Figure 1.

### **Short-Term Outcomes**

Short-term outcomes of REL activities usually include building partners' knowledge and/or capacity for understanding research and translating that research or evidence into practice. Capacity building may include improving partner and/or stakeholder capacity to access, analyze, and interpret data, critically examine the quality of research evidence, or effectively communicate research findings and their implications to other key stakeholders. Short-term outcomes are not limited to capacity building, but other short-term outcomes typically follow some type of increase in partner capacity. These can include, but are not limited to, partners identifying a specific practice that they wish to adopt or adapt or increased support for an evidence-informed action among key stakeholders not directly involved as partners for a project.

### **Medium-Term Outcomes**

Medium-term outcomes usually include partners or other key stakeholders taking action to change policy or behaviors, such as the adoption and implementation of a policy or practice. (Sustaining a policy or practice proven to be effective can also be a medium-term outcome.) Sustained implementation of continuous improvement processes among partners is also considered a medium-term outcome that can lead to other medium-term outcomes such as the identification, adaption, and adoption of new practices and policies. In cases where projects are completed near the end of the REL cycle, medium-term outcomes may not be observable until the end of the contract cycle.

### **Long-Term Outcomes**

As discussed under the *Expectations for the Implementation of the REL Program* section, REL outcomes and targets should be appropriately tuned to the Program's opportunities and constraints, while also being informed by partners' goals, which should act as a "north star" to inform REL outcomes.

Most REL partners' long-term goals of interest are improvements in meaningful measures of learner achievement (e.g., end-of-grade proficiency tests, graduation, or entering the workforce). Those goals typically have distinct numeric targets partners hope to achieve. Other long-term goals may include sustained, systematic organizational change and improved educator effectiveness, precursors to the learner academic, behavioral, or workforce outcomes that are

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typically of interest to state and local practitioners and policymakers. Often, partners cast these goals and their associated targets as being in the more distant future, years after the REL contract will end.

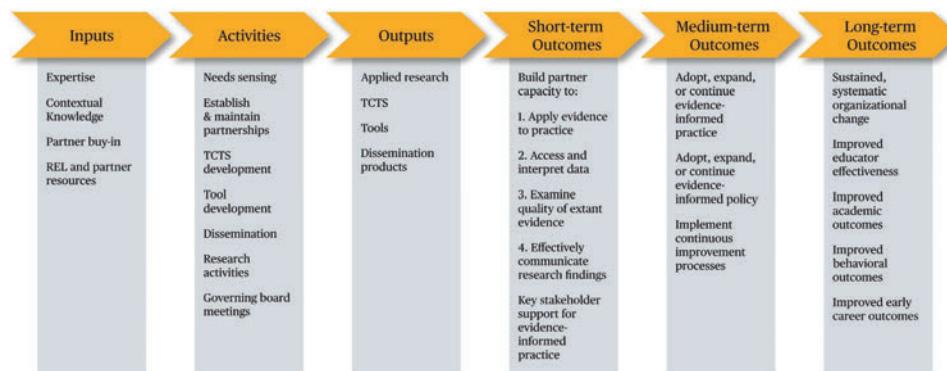
While acknowledging that partners' long-term goals of interest may not be achievable within the timeline of the REL cycle, RELs should identify targets for their projects' long-term outcomes that are (1) consistent with the partner's long-term goal but (2) *attainable within the period of performance*. Per the example mentioned under *Highlighted Expectations for the Implementation of the REL Program*, a partner might set a districtwide proficiency rate target of 95% by 2030 for grade 3 standardized test scores in mathematics, while the REL adopts a long-term outcome of a demonstrable increase in student growth by the end of the REL period of performance relative to the students' baseline on all relevant domains of the mathematics progress monitoring assessment for 3<sup>rd</sup> grade in all elementary schools in which teachers participated in trainings during the 2023-24 school year. The REL would be expected to report both students' baseline scores and the latest available student scores at the end of the contract period. The target associated with the long-term outcome should be specific and narrow, yet aligned to the partner's long-term goal, with the presumption that a successful districtwide scaling effort would allow the district to achieve their long-term goal by 2030.

Offerors are encouraged to identify high-leverage projects, or sets of projects, to be done in partnership as early as possible in the contract cycle so that there is sufficient time in the REL contract to support the partners in achieving the medium- and long-term outcomes. However, RELs may propose sets of related projects to be done in partnership that include individual projects which may not be completed until the last few months of the REL contract, meaning that there may not be time to examine the associated long-term outcomes of that project. Such projects are allowable on a limited basis so long as the REL demonstrates the high-leverage nature of the proposed work and clearly outlines actions their partners are likely to take on their own after the REL contract expires to support their long-term outcomes. RELs are still expected to identify their partners' long-term outcomes and targets beyond the REL cycle even in such cases.

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**Figure 1. REL Program Logic Model**

Problem statement: States, districts, and schools across the Pre-K-20 spectrum have goals related to improving student outcomes. Many states, districts and schools are interested in, or sometimes required to, implement evidence-based policies and practices as a way of reaching those goals. RELs are in a position to leverage their research expertise and their partners' contextual knowledge to build partner and/or stakeholder capacity to determine and implement evidence-informed actions that ultimately support the improvement of student outcomes. While this model is intentionally general as it relates to the outputs, short- and medium-term outcomes of REL work, all REL projects should have at least one of the five types of long-term outcomes in this logic model. That outcome should be specific and measurable.



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## V. Scope of work and requirements

### **Task 1: REL Management and Reporting**

#### ***Subtask 1.1 Participate in a kickoff call with ED and attend a REL kickoff meeting.***

Within one week after the effective date of the contract, the REL shall schedule a call with the IES's Contracting Officer's Representative (COR), Contracting Officer (CO), and Contract Specialist (CS) to introduce the key personnel and discuss expectations of the in-person program-wide kickoff meeting to be held within five weeks of contract award. The REL shall bring three personnel, including the Director and Deputy Director, to meet in Washington, DC with the COR, CO, CS for the contract kick-off meeting. Within two weeks after the meeting, the REL shall submit a summary of the meeting discussions, including any outstanding issues raised and plans to address these issues.

#### ***Subtask 1.2 Communicate regularly with IES.***

The REL – at a minimum, the Director and Deputy Director – shall participate in regularly scheduled (at least twice per month) meetings with the COR to discuss issues related to the REL contract, including any anticipated problems and proposed solutions to those problems, and update the COR on key milestones for REL projects. The REL shall send an agenda for the call at least two working days before each call so that both the REL and COR are aware of the main issues that will be addressed during the call. Within five working days following each meeting, the REL shall prepare a memo summarizing the key issues and concerns raised at the meeting and how each will be addressed.

The Director or Deputy Director shall communicate with the COR on a regular basis, such as by phone or email, to discuss urgent points and follow-up as needed.

#### ***Subtask 1.3 Attend biannual REL Program meetings.***

The REL – specifically, the Director and one other key personnel<sup>20</sup> – shall attend two, one- to two-day REL Program meetings. Meetings may be in person in Washington DC, or virtual. The first REL Program meeting will be in person. The purpose of these meetings is to discuss issues and accomplishments related to the REL and the REL Program and consider ways to improve the functioning or outcomes of the REL Program. IES will coordinate the logistics for this REL Program meeting.

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<sup>20</sup> The REL Director, Deputy Director, and task leads are considered key personnel for the REL contracts.

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***Subtask 1.4 Present REL portfolio annually to Department staff.***

The REL shall present current and proposed work to REL Program and other invited IES and Department of Education staff in Washington, DC annually beginning in Year 2 of the contract. The purpose of the presentation is to ensure that other Department staff are aware of REL work and can discuss how this work connects or could potentially connect with other Department work. The REL shall submit briefing materials to the COR at least three weeks before the meeting. At least three REL staff shall plan on attending the one-day meeting. Within one week of each portfolio presentation, the REL shall submit a summary memo of items discussed at the meeting.

***Subtask 1.5 Identify, establish, maintain, and convene the Governing Board.***

The REL shall effectively manage all tasks with guidance from a statutorily required Governing Board, as specified in Section 174(h) of ESRA. The REL shall appoint members to the REL Governing Board to meet the following requirements:

- The composition of the REL Governing Board shall represent the interests of all states and other appropriate constituencies in the region.
- The REL shall offer every chief state school officer in the region the opportunity to serve on the REL Governing Board, or to designate a personal representative to serve.
- The composition of the REL Governing Board shall include a diversity of expertise and experience, including education researchers, educators, and individuals representing the interests of learners in economically disadvantaged areas, both rural and urban, and other underserved learners; see Section 174(h) of ESRA for additional information on the composition of the Governing Board.
- The REL Governing Board shall be separate from the REL's corporate board and shall meet on a different day from any corporate board meeting.
- The REL Governing Board shall convene at least two times each year, with at least one in-person meeting.<sup>21</sup> Additional meetings of the REL Governing Board may be conducted as needed. In-person meetings shall be at least one full day to allow ample time for the board to fulfill its duties. All in-person meetings shall be held at a location within the region.

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<sup>21</sup> "In-person" Governing Board meetings may be hybrid (in-person with an option to attend virtually) if necessary to improve attendance.

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- The REL shall ensure that members clearly understand the roles, responsibilities, and the procedures of the REL Governing Board. This includes ensuring that all REL Governing Board members are onboarded, and are kept informed of the work of the REL between meetings so that the REL Governing Board may maximize the time available during Board meetings to fulfill their responsibilities, including:
  - Identifying and sharing the needs of the education constituency they represent with the REL.
  - Providing strategic guidance on REL work and how the REL shall carry out its activities for maximum effectiveness and efficiency towards addressing regional needs and fulfilling intended outcomes, reduce unnecessary activities and/or activities redundant with other activities in the region, increase collaboration and resource sharing, and other activities as specified in Section 174(h) of ESRA. Governing Board members are expected to provide timely input and guidance on the needs and projects that impact the constituency they represent.
  - Leveraging their connections within the region to amplify products developed by RELs and the WWC to relevant stakeholders or organizations.

RELs shall provide Governing Board members the opportunity to provide meaningful input and guidance on projects that impact the constituency they represent, as those projects are being proposed and executed. Because the work of the REL will be proposed, approved, and executed on a rolling basis, biannual Governing Board meetings should not be the only opportunity Governing Board members have to provide such input and guidance. RELs are expected to communicate with their Governing Board members on a consistent basis to provide them the information they need to fulfill their duties in a timely manner.

Within five weeks of the effective date of the contract, the REL shall submit to IES a report on the establishment of the REL Governing Board, board procedures, a list of members, and analysis of how the Governing Board meets the representational requirements.

The first REL Governing Board meeting shall be held within the first ten weeks of the contract effective date. After the initial meeting, meeting agendas shall be created in consultation with the Governing Board members at least 6 weeks before the Governing Board meeting occurs. The meeting agenda shall reflect a commitment by the REL to engage the Governing Board members actively in the decision-making of the REL. The agenda and meeting materials shall be submitted for approval by IES at least three weeks before each meeting. The REL shall submit to

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IES minutes, actions, and a discussion of how the REL will use Governing Board feedback to adjust their proposed or ongoing work within two weeks after each meeting.

RELS shall also keep their COR informed of potential additions to or resignations from their Governing Board. While the addition of new Governing Board members must be approved by current Governing Board members, RELs shall propose new Governing Board members to the COR in advance of proposing members to the Governing Board, and provide the COR with a justification as to why a potential Governing Board member is well situated to further the work of the REL.

***Subtask 1.6 Submit a Bi-annual Assessment of Progress Report.***

The Bi-annual Assessment of Progress will serve as a living document that provides the most up-to-date information about the REL's work. The Bi-annual Assessment of Progress should offer a retrospective review of the REL's work to date, with a short description of next steps if the partnerships or projects lend themselves to future work. RELs will not propose new work in the Bi-annual Assessment of Progress, as RELs are permitted and encouraged to propose new projects throughout the year as needs in the region arise.

The REL shall use the plan included in the contract proposal to inform the first Bi-Annual Assessment of Progress, with more guidance to follow post award. This initial report will not require an assessment of progress or lessons learned from collaborating and coordinating with partners. In subsequent submissions, each task will be updated. Tasks 1 and 2 will likely require minimal updates. The remainder of the Bi-Assessment of Progress will be organized by sets of projects in partnership and it shall include, but may not be limited to: (1) a description of approved and active partnerships; (2) the composition of each partnership; (3) a logic model and accompanying narrative that depicts and describes relationships between projects and their alignment to short-term, medium-term, and long-term outcomes of the partnership; (4) measurable targets for each outcome; (5) a measurement plan aligned to each outcome; and (6) an assessment of progress toward meeting partnerships' short-term and medium-term outcomes and targets, (7) lessons learned from collaborating and coordinating with partners; and (8) the names of partnership leads and principal investigators for research, training, coaching, and technical support projects. Any projects that are not associated with an approved partnership shall be organized by jurisdiction. RELs shall include information for non-partnership projects similar to what is required for the partnership projects, with the exception of the logic model requirements.

The first Bi-Annual Assessment of Progress is due within 14 weeks of the contract effective date. All subsequent Bi-Annual Assessments of Progress will be due every six months (each October and April) through April 2026. The COR will review and provide initial comments within three weeks of submission. The REL shall assume at least one round of revisions to the initial report and subsequent Bi-Annual Assessments of progress, with revised versions of the report to be submitted within two weeks of receiving COR feedback until the report is approved.

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***Subtask 1.7 Prepare and submit Monthly Progress Reports***

The REL shall submit a Monthly Progress Report, due within 10 working days after the end of each month. The Monthly Progress Report shall include the following summaries:

- Major activities under each task and accomplishments—including any relevant data on progress towards partnerships' targets.
- Needs related to applied research or training, coaching, or technical support that have been identified by the REL through its interactions with regional stakeholders.
- Participation in cross-REL coordination activities.
- Coordination and collaboration with Comprehensive Centers, other Technical Assistance Providers, and other IES investments as well as referrals to other Department resources the REL has provided to stakeholders.
- Budget and expenditures for the period and cumulatively by Subtask, and by project under Tasks 4 and 5, with a clear identification of the extent of budget devoted to and resources spent on activities in rural areas. The budget and expenditure documents shall clearly indicate the labor hours spent on each Task and Subtask during the prior month and cumulatively since the project began by individual staff. In addition, under Tasks 4 and 5, the budget documents shall indicate the expenditures and labor hours spent for each project by individual staff during the prior month and cumulatively since the project began.
- Unexpected challenges, delays, or other issues that need to be addressed. If these delays result in revisions to the project timeline, RELs shall include a complete timeline for remaining project activities in the Monthly Progress Report.
- Major activities planned for the next month, including a schedule of deliverable submissions.

***Subtask 1.8 Submit performance data relevant to the Department's strategic plan.***

IES is required to submit an Annual Performance Plan (APP) with its annual Budget request to Congress. The APP identifies performance measures to accomplish the strategic objectives represented in the Department's [Strategic Plan](#). The REL shall submit project-level data, up to five times a year, on performance measures identified by the COR. Specific reporting guidance will be provided by IES.

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***Subtask 1.9 Comply with IES' REL Employee Personnel Security Clearance Policy.***

All REL positions will be designated as either a no-risk, low-risk or moderate-risk level. Within the first week of the contract start date the REL shall appoint a security liaison who shall submit a list of all staff on the contract with the appropriate position risk level designation. The REL security liaison shall submit the required documentation for all REL staff assigned a low or moderate risk to the IES security team within two weeks of contract start date, and as needed for REL staff added over the life of the contract.<sup>22</sup> The security liaison shall be responsible for submitting the required documentation for staff from the prime contractor and any subcontractors. Additionally, REL staff shall complete periodic cybersecurity and records management training provided by IES. See Appendix D: Records Management Obligations for more information.

***Subtask 1.10 Participate in REL Program Evaluation.***

IES intends to conduct an independent evaluation of each REL and the REL Program itself. The REL shall cooperate with IES' requests for information and other types of assistance needed to conduct the evaluation. Information requests and assistance may include, for example, providing details about upcoming and past TCTS activities or facilitating the evaluation contractor's collection of data from REL partners. In addition, the REL shall plan to participate in two-day site visits from REL evaluation contractor staff in both Years 2 and 3 of the REL contract. Three REL staff shall participate in the two-day site visit, including both the Director and Deputy Director as well as one additional person to be determined in Year 1. The REL shall also be prepared to discuss with the REL evaluation contractor the feasibility of conducting a random controlled trial (RCT) or quasi-experimental design (QED) study of one of the REL's partnerships or projects. This discussion would occur in Year 1 of the REL contract and the RCT or QED would begin in Year 2 or Year 3 of the REL contract. The REL shall cooperate with the REL evaluation contractor in the implementation of this RCT or QED if such a study is deemed feasible.

***Subtask 1.11 Prepare and submit final contract report.***

Two months before the end of the period of performance, the REL shall submit a draft report that describes its key accomplishments and success in meeting targets established for partnerships' short-term, medium-term, and long-term outcomes of interest. For outcomes that are outside the timeframe of this contract, the REL shall provide information on their partners' plans to achieve these outcomes. IES will provide additional guidance on the specific format and content of the report. The final report is anticipated to be no more than 40 pages in length.

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<sup>22</sup> See Appendix F of the Instructions to Offerors for additional information on personnel security and clearance policy.

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The COR will review the report and provide comments within four weeks. The REL shall incorporate the COR's comments for the final report. The final report shall be submitted two months before the end of the contract period.

### ***Task 1 Deliverables***

Table 1 provides a list of required deliverables for work conducted under Task 1, as well as their due dates. RELs and IES may negotiate on to add deliverables as appropriate.

**Table 1: Task 1 Deliverables**

Subtask	Deliverables	Due Date
1.1	Summary of REL Kickoff Meeting	2 weeks after the kickoff meeting
1.2	Communicate regularly with IES	
	Biweekly/Bimonthly call agenda	2 working days before each meeting
	Biweekly/Bimonthly call summary memo	5 working days following each meeting
1.4	Present REL portfolio annually to Department staff	
	Department presentation briefing materials	3 weeks before each meeting
	Summary of presentation to the Department	1 week after each meeting
1.5	Identify, establish, maintain, and convene the Governing Board	
	Report on the establishment of the Governing Board	Within 5 weeks of the effective date of the contract
	Meeting agendas and materials for Governing Board Meeting	3 weeks before the meeting
	Governing Board meeting minutes, action items and discussion of how the REL will use Governing Board feedback to adjust their proposed or ongoing work	2 weeks after each meeting
	Submission of proposed Governing Board members to fill vacancies	As needed
1.6	Bi-annual Assessment of Progress Report	Within 14 weeks of the effective date of the contract, the first working day of October and April through April 2026
1.7	Monthly Progress Report	Within 10 working days after the end of each month
1.8	Performance reporting	As requested
1.9	Submission of security documents for low- and moderate-level clearances	Within two weeks of the effective date of the contract, as needed
1.10	REL evaluation materials	As requested
1.11	Final contract report	Two months before the end of the period of performance

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## **Task 2: Coordination and Collaboration**

Individual RELs shall coordinate and collaborate with other RELs. Individual RELs should also coordinate with other U.S Department of Education-funded centers and technical assistance entities, including Research and Development (R&D) centers funded by IES and the regional and national Comprehensive Centers. The key purposes for this coordination and collaboration are to share and synthesize information, ideas, and lessons learned; to enable each type of provider to focus on its designated role; to ensure that work is non-duplicative; to streamline and simplify service provision to states and districts; and to collaborate on projects in order to better support regional stakeholders.

### ***Subtask 2.1 Lead topically driven cross-REL coordination activities.***

Each REL shall be responsible for developing, coordinating, reporting, and promoting REL activities on one non-overlapping topic in education (“leadership area”) that has both regional and national importance. Work within this Subtask is intended to: (1) strengthen and leverage the knowledge and experience across the REL Program on a topic, (2) increase collaboration and coordination across all RELs, and (3) generate Task 4, Task 5, and Task 6 products that benefit the REL Program, REL partners and education stakeholders broadly.

After contract award, IES will identify one leadership area for each REL. After being assigned a leadership area topic, the REL shall lead the design and execution of activities like those described below. All cross-REL activities or products for a REL’s leadership area shall be proposed to and approved by their COR.

RELs may be asked to present cross-REL activities or products from their leadership topic to program offices within the Department, including and beyond NCEE, at IES’s office in Washington, DC up to two times over the course of this contract; such activities shall also be covered under this Subtask.

#### ***Cross-REL working group meetings***

Cross-REL working group leads are responsible for scheduling and coordinating quarterly working group meetings to accomplish the goals of this Subtask. Discussion topics shall include but are not limited to discussing potential or ongoing joint cross-REL projects, understanding and documenting related work from each REL, and sharing REL or extant resources or approaches related to the topic area.

To develop shared knowledge across the program, working group leads may also plan cross-REL activities intended for REL-only audiences, including but not limited to staff participating in the working group. Examples include but are not limited to workshops on current evidence-based research presented by an expert in the field, conversations on dissemination and engagement

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strategies, or discussions about research methods common in applied research on the topic the REL is responsible for under this Subtask.

Working group meetings or REL-only activities can occur virtually or in person; however, in-person meetings or REL-only activities may only be proposed if they coincide with an event that REL staff are already attending.

All activities under this Subtask shall be outlined in the Bi-annual Assessment of Progress and reported on in the Monthly Progress Report.

*Required external cross-REL activities or products*

Within the first 18 months of the REL contract, each working group shall develop a brief, public-facing product such as a fact sheet or brief memo providing an overview of the topic that includes relevant REL and non-REL research and technical support products.

In *either* Year 2 or Year 3 of the REL contract, each working group shall develop a public-facing product or at least one activity that highlights and/or synthesizes the work that RELs are doing across the program around the given topic area. These can also include non-REL research.

Examples include, but are not limited to: a coordinated series of dissemination activities (e.g., a series of newsletters or infographics), a topical webinar series that highlights and/or synthesizes both REL and non-REL research, a cross-REL presentation at a conference, or a cross-REL event.

In *either* Year 4 or Year 5 of the REL contract, each working group shall create a public-facing product that highlights REL work in a given topical area. The product can also include peer-reviewed non-REL research relevant to the topical area. Once completed, each working group shall deliver, record, and archive a presentation on the product. Potential venues include national practitioner conferences, presentations at the Department, or other sites identified in consultation with the REL COR.

*Optional external cross-REL activities or products*

In addition, RELs may, but are not required to, jointly develop an original cross-REL activity or product. Unlike the synthesis activities mentioned above, these projects are new activities such as a joint research study, tool, or TCTS project. These activities or product ideas can be formulated under this Subtask but shall be proposed and developed under the associated Task.

***Subtask 2.2 Participate in cross-REL coordination activities.***

Each REL must designate at least one person to be an active participant in each of the cross-REL leadership groups they do not lead. Participants are expected to regularly attend cross-REL meetings, be able to speak on behalf of their REL about the work occurring under the topic area, if there is any, and support the development of cross-REL products and activities. The REL shall report a summary of these activities monthly as part of the Monthly Progress Report.

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***Subtask 2.3 Coordinate and collaborate with regional Comprehensive Centers, other Department technical assistance providers, and IES investments.***

The REL shall identify opportunities for coordination, collaboration, and dissemination with other IES funded activities and other federal and local technical assistance providers. The REL shall not duplicate the information gathered or services provided by other federal or non-federal technical assistance providers. The REL shall refer stakeholders to other available resources when the stakeholders' needs are outside the scope of REL Program or when the needs can be more effectively met by others.

*Regional Comprehensive Centers*

In a joint effort with the Office of Elementary and Secondary Education's (OESE's) Comprehensive Center Program, the REL shall coordinate and collaborate with each of their regional Comprehensive Center counterpart(s) in their region in order to ensure the work of the REL contributes to the development and implementation of a cohesive and potentially deep body of knowledge nationally as well as in each region, avoids duplicating efforts across programs, and streamlines and simplifies the process of receiving federal technical support from the stakeholder perspective.

RELs and their regional Comprehensive Center counterpart(s) shall establish regular meetings, to occur at least quarterly across the entirety of the contract period, to ensure continuous coordination and potential collaboration. Discussions in these meetings shall address topics such as any new needs that arise, any changes occurring within a state (e.g., new leadership or new policies), updates on ongoing or potential projects, and identifying any collaboration opportunities. These regular meetings can also cover planning for any collaborative projects—to be proposed under the associated REL task.

Within the first 90 days of the contract, the REL and each regional Comprehensive Center within the REL's region shall develop and sign a letter of intent that outlines how the programs will meet the coordination and collaboration requirements. This letter of intent shall be updated annually, as needed.

At least once per year, the REL and its regional Comprehensive Center counterpart(s) shall engage in a joint in-person (when possible) need-sensing activity with State Education Agency (SEA) chiefs or their designees (or similar level for Washington D.C, U.S. territories and Freely Associated States) with each jurisdiction they jointly serve. These in-person meetings will allow both programs to jointly understand the high leverage needs in the state, to determine how each program can potentially address the states' needs, and to more seamlessly coordinate any potential cross-program support. In January of Year 2 through Year 5, RELs shall develop an annual memo outlining the findings from the REL and Regional Comprehensive Center's previous year of needs-sensing activities by jurisdiction, and actions RELs and regional Comprehensive Centers are taking or plan to take to address identified needs. The findings of these memos shall be presented to REL and Comprehensive Center staff at the Department via

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conference call or webinar within eight weeks of memo's submission to ED. RELs and regional Comprehensive Center staff may request follow-up meetings as needed to update the Department on actions taken by the RELs and regional Comprehensive Centers to address identified needs.

All coordination and collaboration shall be outlined in the Bi-annual Assessment of Progress and reported on in the Monthly Progress Report.

*Other Technical Assistance Providers and IES Investments*

The REL shall establish formal or informal structures to maintain a clear, thorough, and up-to-date knowledge of the work occurring in the network of organizations that provide different forms of research assistance to stakeholders. This network shall include other IES investments such as the WWC, research projects funded by the National Center for Education Research (NCER) and the National Center for Special Education Research (NCSER), National Center for Education Statistics (NCES) programs, such as the National Forum on Education Statistics, as well as other federal, local, and professional organizations that provide educational services to state, local education, and postsecondary agencies that align with the outcomes of REL partnerships.

Structures can include informal or formal meetings with other providers, IES contractors, or grantees in order to discuss any relevant needs-sensing, any research or activities occurring in each respective program, and any coordinated dissemination opportunities. At a minimum, internal structures shall be developed by the REL to allow the REL to identify research or other products and supports developed by all relevant networks. Strategies shall be developed for helping stakeholders make effective connections with these other services to avoid duplicative efforts.

All coordination and collaboration shall be outlined in the Bi-annual Assessment of Progress and reported in the Monthly Progress Report, which shall include a summary of the collaboration and referrals that have been made each month.

**Task 2 Deliverables**

Table 2 provides a list of required deliverables for work conducted under Task 2, as well as their due dates. RELs and IES may negotiate on a project-by-project basis to add deliverables as appropriate.

**Table 2: Deliverables under Task 2**

Subtask	Deliverables	Due Date
2.1	Lead cross-REL coordination activities	
	Cross-REL meeting agenda and materials	2 weeks before the meeting
	Cross-REL meeting summary	2 weeks after the meeting
	Proposal for Cross-REL, REL-only event	As needed
	Agenda and materials for cross-REL, REL-only event	3 weeks before event
	Summary of cross-REL, REL-only event	2 weeks after the event
2.1	Cross-REL infographic or newsletter	

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	Proposal (infographic only)	As needed
	Infographic or newsletter	As proposed
2.1	Cross-REL webinar	
	Proposal	As needed
	Materials and agenda	3 weeks before the webinar
	Summary of Stakeholder Feedback Survey results	2 weeks after the webinar
	Event summary	2 weeks after the activity
	Event recording	2 weeks after the activity
2.1	Cross-REL video	
	Proposal	As needed
	Script and story board	As proposed
	Video	As proposed
2.1	Cross-REL conference presentation	
	Proposal	As needed
	Agenda and materials	3 weeks before the presentation
	Summary of conference presentation	2 weeks after the presentation
	Summary of Stakeholder Feedback Survey results	2 weeks after the presentation
2.1	Presentation to the Department	
	Agenda and materials	3 weeks before the presentation
	Summary of presentation to the Department	2 weeks after the presentation
2.3	Coordinate and collaborate with regional Comprehensive Centers, other Department technical assistance providers, and IES investments	
	Signed letter(s) of intent with each regional Comprehensive Center in REL region	Within 90 days of the effective date of the contract, updated as needed in contract years 2 – 5
	Joint needs sensing summary memo	Annual, no later than January 31st in contract years 2 – 5
	Joint needs sensing summary meeting minutes	As needed, within 8 weeks of joint needs sensing summary meeting

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### **Task 3: Working in Partnership with Stakeholders**

A primary goal of the REL Program is to improve outcomes for learners through increasing the generation and use of research evidence in education practice and decision making. To achieve this goal, the REL shall develop and conduct all applied research, training, coaching, and technical support work in partnership with the stakeholders the work is intended to serve.

#### **Subtask 3.1 Conduct needs-sensing and develop partnerships.**

Throughout the duration of the contract, the REL shall engage in needs-sensing through communication with stakeholders in its region and secondary information sources such as state or district websites.

As described in the *Expectations for the Implementation of the REL Program* section, all REL work shall be planned and conducted in partnership and shall be informed by those partners' needs and desired outcomes. Additionally, RELs shall seek opportunities to engage students, parents, and community stakeholders from historically underserved groups when possible to identify and address issues related to educational equity. RELs may convene new partnerships or join established stakeholder groups. All materials developed for needs-sensing meetings with potential partners shall be submitted to the COR at least two weeks before each meeting.

For any partnering group for which more than one project across Task 4 and/or Task 5 is planned, or any group for which one Task 4 or Task 5 project is planned that will last six months or longer, the REL shall submit a partnership proposal alongside the concept paper<sup>23</sup> for the first project with this partnership. The partnership proposal will describe the overall focus of the work, the specific high-leverage need the work will address, an overview of how the need will be addressed through the REL's support, relevant context such as existing efforts outside the REL to address the need, and the individual members that will participate. Partnership proposals must include a letter of support from each organization that will participate to indicate that the approach is feasible and will meet their needs. RELs shall report on identified regional needs, including the source used to identify each need as part of their Monthly Progress Report.

Although partnership proposals are required under the conditions set forth in the previous paragraph, please note that once a REL establishes a partnership with a group of stakeholders,

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<sup>23</sup> A concept paper is a short (no more than five pages, single-spaced) document that serves as a high-level overview of proposed work. Concept papers must be approved by the COR before RELs invest the resources to develop a full proposal for a TCTS or applied research and development project. Concept papers typically include information on the high-leverage need to be addressed, scope of work, audience of the work, explanation of how the proposed work will support a partner's short-, medium-, and long-term targets, and a preliminary timeline and budget that can be updated in a full proposal.

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the partnership is not required to continue for the entirety of the five year contract cycle<sup>24</sup>. Further, RELs are not required to propose a fully fleshed out set of projects when they begin work on an initial project with partners. IES expects that some partners will wish to begin work in partnership with a REL with a single, small-scope project. As such, RELs may submit partnership proposals once it is clear that the work done in partnership with a set of stakeholders will meet the criteria for a partnership proposal, even if work on a single project has already been approved to begin.

Once a partnership proposal is approved, the REL shall develop a partnership-level logic model (or equivalent) that outlines how the proposed activities done in partnership will lead to the attainment of the intended outcomes. Each logic model shall describe each of the applied research, training, coaching, and technical support projects the REL intends to undertake in partnership; the intended outputs; short-, medium-, and long-term outcomes of the work; and the intended, measurable, time-bound targets for each outcome. In order to assess the REL's progress toward the outcomes identified in the logic models and their associated targets, the REL shall also develop a measurement plan to determine progress toward and achievement of each target associated with a logic model outcome. IES expects that RELs will collect data related to measuring progress towards specific targets as often as is needed to determine whether they are being met, for example through Stakeholder Feedback Surveys (SFS) after dissemination or TCTS activities are completed (RELs may also use other data sources, including extant data or data the REL collects outside of the SFS).<sup>25</sup> IES expects the process of developing a partnership-level logic model and measurement plan with partners to be brief – measured in weeks, not months – in order to maximize the time stakeholders have available to complete the work.

### **Subtask 3.2 Maintain partnerships established under Subtask 3.1.**

RELs shall continue to conduct ongoing needs-sensing with partners, convene meetings with partners that are not specific to a single ongoing project<sup>26</sup>, and regularly communicate with the partners in order to progress the work toward the intended outcomes and associated targets under this Subtask. All materials developed for meetings with partners under this Subtask shall be submitted to the COR at least two weeks before each meeting. RELs shall summarize these

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<sup>24</sup> RELs may propose a limited number of “one-off” projects provided they demonstrate that they are high-leverage. Additionally, RELs may propose sets of projects in a partnership proposal that will last longer than 6 months but not the entirety of the REL contract.

<sup>25</sup> IES requires that RELs administer a Stakeholder Feedback Survey (SFS) annually to partners, and to participants of Task 6 dissemination activities and Task 4 TCTS activities at the end of the activity. When possible, RELs shall also administer a follow-up SFS to participants of TCTS activities at least 6 months after the conclusion of the activity. The purpose of the SFS is to inform future projects and measure stakeholders progress towards their intended outcomes. IES will provide RELs with a menu of SFS questions to select from based on the specifics of that project; RELs will not be expected to develop their own SFS questions.

<sup>26</sup> Meetings that are specific to a single project under Task 4 or Task 5 should be included in the budget for that project.

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meetings through their regular bi-monthly or bi-weekly calls with CORs and through their Monthly Progress Report.

The logic models and associated measurement plans developed under Subtask 3.1 are to be considered living documents that change as conditions warrant. RELs should use these logic models as one tool to keep their current and future work focused on the outcomes, or to document new outcomes as necessary. The logic models and measurement plans shall be reviewed with partners, updated, and submitted to the COR biannually at a minimum through Bi-annual Progress Assessments. However, efforts towards maintaining or updating partnership-level logic models and measurement plans should be included under this Subtask.

The REL shall also administer a partnership-level SFS to all partners on an annual basis.

***Subtask 3.3 Establish and maintain communities of practice (not required).***

If a REL 1) is working in partnership with separate groups of partners within or across states that are focused on similar or related topics; and 2) determines that these groups would benefit from learning or working together, the REL may, but is in no way required to, propose one or more communities of practice (COP). The proposal should justify the size, scope, and high-leverage topic of the COP. The primary purpose of a COP should be to facilitate sharing of information, ideas, lessons learned, etc. among members through periodic meetings. While most of the REL's work should be developed and conducted to serve their partners' specific needs, some limited TCTS, applied research, or tool development work may also be conducted with multiple partners under the appropriate Task, facilitated through a COP. As with all proposed work, this will require the REL to demonstrate to IES that the work meets the criteria of "high-leverage."

Once a COP is established, RELs shall conduct ongoing needs-sensing, convene COP meetings, and regularly communicate with COP members in order to serve its members' needs. COP meetings should be summarized during the REL's regular check-in calls with their COR, and through their Monthly Progress Report. Once established, a COP need not be maintained throughout the duration of the contract period. Its focus may shift, or it may be discontinued if COP members determine that the COP is no longer needed.

**Task 3 Deliverables**

Table 3 provides a list of required deliverables for work conducted under Task 3, as well as their due dates. RELs and IES may negotiate to add deliverables as appropriate.

**Table 3: Deliverables under Task 3**

Subtask	Deliverables	Due Date
3.1	Conduct needs-sensing and develop partnerships	
	Partnership proposal	As needed
	Needs-sensing meeting materials	As needed; 2 weeks before meeting
	Maintain partnerships developed under Subtask 3.1	

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3.2	Partner planning meeting materials	As needed; 2 weeks before meeting
	Stakeholder Feedback Survey of partners	November 30 <sup>th</sup> of each contract year
3.3	Establish and maintain communities of practice (not required)	
	Community of practice proposal	As needed
	Community of practice meeting materials	As needed; 2 weeks before meeting

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#### **Task 4: Training, Coaching, and Technical Support (TCTS) for Evidence Use**

The REL Program's training, coaching, and technical support (TCTS) projects and activities leverage RELs' unique expertise in designing and interpreting rigorous research, as well as the identification and application of evidence-based practices. Under this task, RELs shall identify, develop, and implement TCTS projects and activities that incorporate, build, and support partners' individual and organizational knowledge and capacities in service of addressing high leverage issues within the REL region. TCTS projects and activities shall be co-developed with partners, be more intensive than activities under other tasks such as Dissemination, and incorporate partners' specific contexts within their design. To the greatest degree possible, TCTS should be embedded within recipients' settings and their existing structures for determining and implementing policies or practices. Whenever feasible, RELs should also incorporate the perspectives and needs of student, parent, and community-based partners when developing and executing TCTS projects.

IES expects RELs to use TCTS projects to supplement and support projects under the *Applied Research and Peer Reviewed Research-based Development Projects Task* (Task 5) where appropriate. Blending supports across tasks maximizes the chances of the work achieving its short-, medium-, and long-term outcomes. For example, TCTS projects can occur before or during an applied research project to help partners understand existing evidence or collect more detailed, local data to support a research project on the high leverage topic of interest. TCTS projects may also occur after an applied research project is completed with the goal of exploring implications of the research and potential next steps towards meeting partners intended outcomes.

##### ***Subtask 4.1 TCTS Projects***

###### ***Training***

RELs are uniquely suited among the Department's technical support network to provide intensive *training* that increases the individual and organizational capacity of partners and/or stakeholders to effectively apply research evidence to practice and supports partners in identifying and fulfilling next steps to achieve their short-, medium- and long-term outcomes. Training activities involve hands-on, direct guidance or instruction from experts in research or practice. Examples of training activities include, but are not limited to, virtual trainings for administrators or teacher leaders on applying recommendations from a WWC Practice Guide or other rigorous extant research to professional development, in-person trainings for state-level staff on promising school turnaround practices, or training staff from partner organizations in the effective distillation and communication of research evidence on a specific high leverage topic.

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#### *Coaching*

RELs are also uniquely suited to provide *coaching* that supports decisionmakers in applying research evidence to inform high-leverage decisions and actions. Coaching in this context is akin to being a “thought partner” or “critical friend” to individual partner organizations or a small group of individuals representing multiple partner organizations during the process of making decisions related to policy or practice. For example, coaching support can entail co-developing materials or other outputs with partners to encourage and support evidence-informed, partner-driven changes to policy or practice. Coaching supports partners’ decision-making through ongoing sessions covering research evidence or current practice related to a specific topic.

#### *Technical Support*

RELs’ expertise also makes them well-situated to provide *technical support* to build partners’ capacities to perform research-related activities such as identifying, collecting, analyzing and visualizing data. Examples might include, but are not limited to (1) providing support to a research office within a partner SEA or LEA to help that office identify existing data and/or collect new data necessary for an evaluation of an existing program, (2) providing support to a research office within a partner SEA or LEA to help that office perform data analyses on a topic, or (3) supporting a partner LEA or SEA in designing a study to inform or support its implementation or a local adaptation of a evidence-based practice or policy.<sup>27</sup>

As with all REL activities, technical support should be targeted in service of partners achieving their desired outcomes in high-leverage areas. Technical support with the intent of general capacity building, absent a specific high-leverage outcome is not an efficient or appropriate use of REL funds.

#### *TCTS Proposals and Projects*

As needed, the REL shall develop concept papers and proposals, and once approved, conduct TCTS activities.<sup>28</sup> TCTS activities may be proposed on a rolling basis throughout the contract, provided there is sufficient time to complete the work before the end of the contract period of performance. All concept papers and proposals will be reviewed and approved by the COR. Concept papers and proposals for TCTS activities shall identify partners by organization/office (if applicable), and the nature of their participation shall be described. When proposing a TCTS project, RELs shall describe how the activity or activities that comprise the project will help facilitate partners’ desired short-, medium-, and long-term outcomes. Projects whose content and

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<sup>27</sup> All *applied research* shall be performed under Task 5. However, RELs may work together with partners under this task to help develop code and/or co-analyze data for the sole purpose of building partner capacity to do such analyses independently. These types of technical support activities must be scaffolded. They may not consist of a REL analyzing data on its own and providing results to partners absent any capacity-building activities.

<sup>28</sup> See Task 3 (Working in Partnership with Stakeholders) of the Scope of Work for a description of a concept paper. Concept papers must be approved by the COR before RELs invest the resources to develop a full proposal for a TCTS project.

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design is not anchored by partners' outcomes are unlikely to meet the criteria of high leverage. As part of a project's design, RELs shall collect or help partners identify and collect information necessary to determine whether the outcomes and associated targets for the project were met. All TCTS project proposals shall include a realistic and feasible timeline for completion within the contract period. TCTS proposals shall also include the proposed labor hours and costs for the project.

TCTS activities and related materials shall be informed by the highest quality, most rigorous available research. RELs shall emphasize the extent and quality of existing research on the topic of interest within all TCTS activities. When designing and proposing TCTS projects, IES expects RELs to think deeply about both the content and the design of their support. RELs should draw on research on effective professional development, capacity-building support, and adult learning theory as well as develop and assess new structures of support in order to meet their partner's needs. For example, research and literature points to the importance of stakeholders learning in the contexts in which they work (Elmore, 2004<sup>29</sup>; Pfeffer and Sutton, 2000<sup>30</sup>) and engaging stakeholders in activities that allow them to think critically about new knowledge (Yarbrough, 2018<sup>31</sup>). If a medium-term goal of the project is for recipients of TCTS to apply knowledge learned to their practice, RELs should seek to embed their support in TCTS recipients' actual setting or a similar context and provide critical thinking opportunities.

#### *Quality Assurance for TCTS Activities and Projects*

TCTS project teams shall include content experts who have made meaningful contributions in a field relevant to the TCTS activity, either through authoring published research or practitioner guidance. TCTS project design and materials should also be internally reviewed by experts in adult learning or professional development. In cases when RELs and their partners are conducting TCTS activities directly with educators, the RELs are encouraged to have at least one representative of the target audience co-develop or provide an internal review of the TCTS proposal and materials before submission to IES in order to maximize relevance, usability and actionability. This individual may be a current or former educator and may be REL staff. The REL shall also ensure that project teams include personnel with appropriate cultural understanding, content knowledge, and methodological expertise to conduct careful reviews of proposals and products before submission to the COR. In addition, the REL shall ensure that all products receive extensive editorial attention with an emphasis on plain language.

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<sup>29</sup> Elmore, R. (2004). School reform from the inside out: policy, practice, and performance. Cambridge, MA: Harvard Education Press.

<sup>30</sup> Pfeffer, J. & Sutton, R. The Knowing-Doing Gap: How Smart Companies Turn Knowledge into Action. Boston, Mass: Harvard Business School Press.

<sup>31</sup> Yarbrough, J. (2018). [Adapting Adult Learning Theory to Support Innovative, Advanced, Online Learning – WVMD Model](#). *Research in Higher Education Journal*, 35.

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In addition to the internal quality assurance procedures listed above, the REL shall propose an external subject matter expert (SME) for every TCTS project with a short-term goal of increasing stakeholder capacity to understand the extant research literature on a high leverage topic. The sole role of the SME will be to advise the project team on the design and content of evidence based TCTS activities and products. The SME must be external to the project. That is, a SME cannot work on the project (or set of closely related projects) for which they act as a SME in any other capacity. The SME may be internal or external to the prime contractor so long as she or he meets the above criteria.

The REL may propose SMEs on a project-by-project basis, or submit a running list of proposed SMEs, along with their affiliations, backgrounds, areas of expertise, and a resume or CV for pre-approval by IES. Regardless, RELs must propose a SME and provide documentation of the SME's substantive expertise relevant to the project for approval before submitting a full proposal. The REL shall also submit a memo along with the first draft of proposals or relevant project materials outlining 1) the SME's feedback on internal drafts of proposals or materials; and 2) the REL's response to the SME's feedback.

#### *Sharing TCTS materials*

RELs are encouraged to submit TCTS materials for posting on the REL website, with the understanding that materials that are very specific to a partner and/or their context may not be actionable within other contexts, and thus may not add value to a wide audience if posted. RELs shall discuss with IES which TCTS materials they anticipate will add value in posting on the REL website; however, IES will ultimately decide which materials are posted. RELs are also encouraged to consider whether any TCTS materials they develop may be widely useful if slightly modified to be less specific to a partner's context. IES expects that RELs will adapt materials to a more general context and share through the REL's website in cases where such materials are likely to be widely useful and utilized.

#### ***Subtask 4.2 Implement an "Ask an Expert" Service***

RELs shall develop and implement an "Ask an Expert" service to provide real-time methodological expertise and evidence-based thought partnering to key stakeholders within their region. "Ask an Expert" services should be limited to addressing questions that can be answered succinctly using evidence-based subject matter expertise, or expertise in designing and performing research studies. Requests related to interpretation or implementation of a policy or practice, requests where there is no directly relevant extant research to guide expert responses, requests for discussions with or presentations to a large (more than five) group of stakeholders, or requests that would require more than two meetings with the requestor to fulfill the request may not be addressed through this service and may be better fulfilled through a different REL task, or outside of the REL Program.

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IES expects that “Ask an Expert” services will not be as intensive as TCTS under Subtask 4.1. Ask an Expert services are intended to provide quick turnaround support. This Subtask may only be used for requests from key stakeholders that can be addressed within one month of receiving the request. Additionally, RELs may not use the “Ask an Expert” service to produce products typically developed under Tasks 5 or 6.

Within eight weeks of the effective date of the contract, the REL shall submit a memo to IES that outlines how the “Ask an Expert” service will be implemented. This memo must be approved by IES in advance of the REL implementing the “Ask an Expert” service. This memo should outline several aspects of their “Ask an Expert” service, including:

- A systematic internal process for determining if a request is best addressed through the “Ask an Expert” service, another REL task, or another federal service provider. For example, a request for an annotated bibliography or research references related to an education question may be referred to the [ERIC Helpdesk](#) or [National Library of Education](#). If a REL does not possess the requisite expertise or resources to answer a request either through the “Ask an Expert” service or another REL activity or the request does not fall within the scope of the REL Program, they may instead refer the requestor to another federal service provider, or to experts external to the REL in lieu of answering the question.
- A process for “Ask an Expert” requests to be received and responded to on a rolling basis.
- A process for identifying an appropriate respondent to “Ask an Expert” requests and proposing respondents for IES approval. RELs may use SMEs in this role when their expertise is relevant to the request and/or propose experts to their COR on a rolling basis.
- A close-out process for “Ask an Expert” requests. This should include development of a short summary memo of each meeting with an “Ask an Expert” requestor, to be shared with both the requestor and IES within five working days of the meeting. This should also include a process to determine whether follow-up supports are necessary. Follow-up supports may entail additional REL activities or referrals to other organizations.

IES expects that RELs will not use this service to generate additional business for their organization or their subcontractors. IES also expects that most, if not all, meetings with requestors will be done virtually. RELs may not invoice travel costs against this Subtask.

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#### **Task 4 Deliverables**

Table 4 provides a list of deliverables for TCTS projects under this task, as well as their due dates. Projects may (and often do) involve multiple training or coaching sessions. In such cases, RELs shall submit agendas and presentation materials to IES at least two weeks prior to each session. RELs shall also administer a Stakeholder Feedback Survey at the end of the project to all individuals who attend TCTS activities and submit the results of the survey to the COR.

Table 4 provides a list of required deliverables for work conducted under Task 4, as well as their due dates. RELs and IES may negotiate on a project-by-project basis to add deliverables as appropriate.

**Table 4: Deliverables under Task 4**

Subtask	Deliverables	Due Date
4.1	TCTS Projects	
	Concept paper for virtual or in-person training, coaching, or technical support project	As needed
	Proposal for virtual or in-person training, coaching, or technical support project	As needed
	Materials and agenda for TCTS session	2 weeks before each session
	Stakeholder Feedback Survey results	2 weeks after the end of the project, with follow up at 6 least months after the end of the project.
4.2	“Implement an Ask an Expert” Service	
	Memo outlining how the “Ask an Expert” service will be implemented	Within 8 weeks of the effective date of the contract
	Memo summarizing “Ask an Expert” meeting	5 working days after each meeting with the requestor

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### **Task 5: Applied Research and Peer Reviewed Research-based Development Projects**

The purpose of the Applied Research and Development task is to (1) conduct applied research and report relevant findings, and (2) to develop products, subject to peer review, that are based in rigorous research be it original or extant. For the purposes of this task, “products” include reports, PowerPoint presentations under Subtasks 5.1 and 5.6 (not required), toolkits that support the instantiation of existing evidence-based practice under Subtask 5.2, documentation and materials for the design and testing of new programs under Subtask 5.3 (not required), and additional tools under Subtask 5.4 (also not required). At state and local partners’ request, products may also include any materials that result from conducting assessments of research study quality under Subtask 5.5.

All REL work under this task shall be co-developed with partners to support change processes that address localized, high-leverage problems. RELs shall describe in concept papers (when required) and project proposals how all Task 5 projects will help facilitate the key partners’ desired short-, medium-, and long-term outcomes.<sup>32</sup> As described in the *Expectations for the Implementation of the REL Program*, IES encourages RELs to propose Task 5 projects that have the explicit goal of addressing educational equity.

Although this work is listed as a separate task, it is essential that the REL work in partnership with stakeholders and collaborators to develop a cohesive set of activities. For example, the publication of a research report should never be a standalone event. Applied research, combined with dissemination, and TCTS supports before, during, and after report publication are more likely to lead to the fulfillment of the partnership’s desired outcomes than a single applied research report without accompanying activities.

#### ***Subtask 5.1 Conduct original applied research and report findings.***

All research projects undertaken by RELs shall include a strong justification for the relevance and rigor of the proposed work. Applied research shall be designed to both inform short-term, high-leverage policy decisions and help build knowledge towards future decisions by practitioners or policymakers related to education policy or practice. The audience for all research projects must be clear, specific, and appropriate with respect to the intended outcomes of the project.

#### ***Develop Research Proposals***

Applied research may be proposed on a rolling basis throughout the contract, provided there is sufficient time to complete the work before the end of the contract period of performance. Proposals for research studies shall identify partners by organization/office, and the nature of

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<sup>32</sup> See Task 3 (Working in Partnership with Stakeholders) for a description of a concept paper.

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their participation shall be described. All research projects shall include a realistic and feasible timeline for completion within the contract period. All applied research projects shall be completed in time to allow RELs to support partners' and stakeholders' understanding and application of findings by providing at least one briefing for key stakeholders. The briefing should be included as a Task 5 milestone. IES encourages RELs to propose a separate TCTS project if partners and key stakeholders need additional support related to the research project. Applied research proposals shall also include the proposed labor hours and costs for the project.

The REL shall develop concept papers and proposals, and once approved, conduct research projects leading to published products. All proposals will be reviewed by the COR, peer reviewed by the REL peer-review contractor, and approved by the NCEE Associate Commissioner.

*Documentation for Applied Research Projects*

REL research projects are subject to the [IES Public Access Policy](#).<sup>33</sup> Causal studies that collect original outcome data are required to have [Data Management Plans](#)<sup>34</sup> that must be submitted with the proposal. Once this type of applied research proposal is approved by IES, it must be registered in the [Registry of Efficacy and Effectiveness Studies](#).<sup>35</sup> All peer-reviewed work where the Special Rights and Data clause is waived<sup>36</sup>, such as to allow RELs to publish in a journal, is subject to the [IES Public Access Policy for Publications](#).<sup>37</sup>

Additionally, the REL is responsible for ensuring that each study has the appropriate Institutional Review Board (IRB) approval. The REL shall submit documentation of IRB approval to IES as soon as possible after IES has conditionally approved the study proposal.<sup>38</sup> The REL shall not begin data collection or analysis until IES confirms with the REL that all IRB requirements have been met.

In any case in which the REL plans to recruit or collect the same data from more than 9 sources, the REL shall prepare a clearance package for IES and OMB Information Collection Review that lists the potential study participants, describes the study design and data collection instruments, and includes the necessary forms required for OMB approval. The REL shall submit the OMB clearance package to IES within one week after IES has approved the study proposal. The REL may not begin recruitment or data collection until OMB has approved the package.

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<sup>33</sup> <https://ies.ed.gov/funding/researchaccess.asp>

<sup>34</sup> [https://ies.ed.gov/funding/datasharing\\_policy.asp](https://ies.ed.gov/funding/datasharing_policy.asp) (also applies to contracts)

<sup>35</sup> <https://sreereg.icpsr.umich.edu/>

<sup>36</sup> Please note that IES very rarely waives the Special Rights and Data clause; offerors should not assume this will be done for any proposed project.

<sup>37</sup> [https://ies.ed.gov/funding/datasharing\\_grants.asp](https://ies.ed.gov/funding/datasharing_grants.asp)

<sup>38</sup> See figure E.1 in appendix E of the Instructions to Offerors for more information on conditional approval of research proposals.

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RELs shall submit all documentation for applied research projects to their COR for approval.

*Reporting Applied Research Findings*

RELs shall propose a reporting format that will best meet the needs of stakeholders and partners. RELs may propose a traditional report format. In this case, RELs shall prepare a report of up to 15 pages and either a one-page or a four-page summary. Traditional research reports shall meet the description, requirements, and formats described in the REL Program Writers and Style Guide. Appendices shall be published in a separate document that will not count towards the 15-page limit. Research reports must be clear and engaging, with appropriate brevity.

RELs and their partners may also propose a PowerPoint slide deck, a single or series of infographics, or other non-traditional format for sharing study results with partners and decisionmakers.<sup>39</sup> In this instance, RELs shall submit the final product along with a supporting memo that provides detailed documentation of the research study's methodology, including data and limitations. All research products will be reviewed by the COR, peer reviewed by the REL peer-review contractor (RPR), and approved by the NCEE Associate Commissioner and NCEE Commissioner. All products will be submitted to the Office of the Secretary and then posted on the IES website as 508-compliant files. RELs must explain in the research proposal why a non-traditional format is optimal for reporting the findings of the proposed research.

**Optional White Paper Publications.** In the event partners or key stakeholders need to use research study findings to make a high-leverage decision before a report can be published by IES through the typical publication process, IES may publish a white paper version of the report at the end of Phase I review. (See Figure E2 in Appendix E of the Instructions to Offerors for information on of Phase I and Phase II of review process.) White papers serve as interim reports, which will be submitted to the Office of the Secretary and then published on the REL website and indexed in ERIC. The REL is responsible for submitting a 508c version of the report to publish on the IES website. The report will also continue through Phase II review and both the final report and the white paper will be posted on the same publication page. RELs will need COR approval in advance to access the white paper publication option for a report.

**Subtask 5.2 Develop a toolkit based on WWC Practice Guides to support educators use of evidence-based practices**

IES is invested in developing practitioner-friendly toolkits to help educators use evidence-based practices in classrooms – from preschool through postsecondary settings. Some of the best evidence available is consolidated in the WWC Practice Guides, in which researchers and practitioners review the evidence from the most rigorous studies available, develop recommendations for practice, and create action steps for how to use the recommended practices.

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<sup>39</sup> One exception to this rule is the evaluation of a toolkit developed under Subtask 5.2 or an intervention developed under Subtask 5.3. Evaluations of these products must be shared through a traditional 15-page report and one-page summary.

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To help get this evidence into the hands of stakeholders, RELs shall partner with educators and postsecondary instructors (if relevant) to develop one toolkit based on an assigned WWC Practice Guide, which shall include all materials necessary for effective implementation.<sup>40</sup> RELs may choose to include one or more recommendations from a WWC Practice Guide in the toolkit, but RELs may not change the language of the recommendation.

*Toolkit Components*

A toolkit must contain the following three parts:

1. **Initial Diagnostic and On-going Monitoring Instruments:** This should include at least two types of instruments that can be used for the collection of initial, diagnostic data and for the collection of ongoing monitoring data: (A) a comprehensive measurement tool such as an observation rubric or checklist that enables an educator or postsecondary instructor to assess their current/baseline practice and future practice against the practices recommended in the WWC Practice Guide; and (B) a comprehensive diagnostic that enables educators, postsecondary instructors and leaders to assess the extent to which their school and/or district support the implementation and on-going monitoring of the research-based Practice Guide recommendations included in the toolkit. RELs can use previously developed instruments or develop new ones as part of the toolkit.
2. **Professional Development Resources:** A comprehensive set of resources that help an educator or a community of educators to acquire the knowledge and skills associated with the WWC Practice Guide recommendations and to implement the Practice Guide recommendations with fidelity in a sustained fashion.

Professional development resources might include guidebooks, workbooks, professional learning community guides, self-study guides, videos that demonstrate a practice being implemented with fidelity in a classroom, practice audits, rubrics, and more. Offerors are expected to take account of potential roadblocks and solutions identified in the Practice Guide when developing resources. Examples of Professional Development Resources can be found among tools that RELs have already developed such as the following Professional Learning Community (PLC) Facilitators Guides:

- [Professional Learning Community: Improving Mathematical Problem Solving for Students in Grades 4 Through 8 Facilitator's Guide](#) (REL Southeast)

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<sup>40</sup> Some Practice Guides present a set of recommendations in which all recommendations should be implemented to achieve the intended outcomes while other Practice Guide recommendations may be implemented independently of the other recommendations. RELs must consider whether recommendations are a package of practices or a single recommendation can be implemented to achieve the intended goal when developing the toolkit.

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- [Professional learning communities facilitator's guide for the What Works Clearinghouse practice guide: Foundational skills to support reading for understanding in kindergarten through 3rd grade](#) (REL Southeast)
- [Professional Learning Communities Facilitator's Guide for the What Works Clearinghouse Practice Guide Teaching Academic Content and Literacy to English Learners in Elementary and Middle School](#) (REL Southwest)

3. **Steps for Institutionalizing Supports for Evidence-Based Practice:** In order for schools, districts, and postsecondary institutions to support educators and instructors in the implementation of evidence-based practices and to ensure that those practices are sustained over time, they will need to institutionalize support systems. These systems may include elements such as regular time for educators and postsecondary instructors (if relevant) to learn new practices, time for the monitoring of those practices by educators and leaders and the institutional structures, and resources to which educators and leaders can turn for implementation and monitoring activities and problem solving. The third part of the toolkit shall include implementation steps for institutionalizing such supports. Some of the WWC Practice Guides address the implementation of these supports in their section on implementation steps. This toolkit shall provide actionable guidance related to those steps in order to help whole schools and districts set up the necessary support systems. RELs may provide the supports needed for this step in the development and evaluation phase or they may consider partnering with another entity, such as a Comprehensive Center to provide technical support. Offerors are expected to take account of potential roadblocks and solutions identified in the Practice Guide when developing implementation steps, as appropriate.

#### *Toolkit Development and Review Process*

RELs shall develop the toolkit in consultation with partners and with the support of content experts to support the use of evidence-based practices at the classroom, school, or district level. Toolkits based on WWC Practice Guides focused on elementary or secondary learners shall be co-developed with at least one school- and/or district-level partner. Toolkits based on WWC Practice Guides focused on postsecondary learners shall be co-developed with at least one Institute of Higher Education. Other partners may be included as well.

The toolkit must focus on increasing educator (teachers and paraprofessionals if appropriate), or postsecondary instructor use of evidence-based practices. RELs may also include resources for other stakeholders (e.g., parents, school or district leadership), but they are not required. To the extent possible, the toolkit shall be easily adapted to support the specific needs of a variety of audiences. The toolkit

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shall initially be developed in English and may be translated into another language after the English version has been published by IES.

Toolkits shall be developed in the format most appropriate for their audience; both print and digital options are allowable. If a REL gets approval to develop a web-based tool, the REL Website contractor will cover the programming and web development costs up to a predetermined amount. The REL Website Contract will include funds to cover a set amount of tool development costs for each REL. If a REL proposes to develop a tool (or tools) that will require more programming work than can be covered by the Website contract's budget for that REL, the REL contractor will pay for the additional required programming costs using REL funds. The REL will also be responsible for the costs of developing the content of the tool, as well as their own costs related to collaborating with the Website contractor to determine the technical requirements and test the programming. Once the toolkit proposal is submitted to IES, if it requires collaboration with the REL Website contractor, both entities along with the COR will meet for approximately one hour to discuss the scope of work and budget implications prior to the proposal being accepted.

The toolkit proposal will be submitted as part of the REL competition proposal materials. Upon award of the REL contract, successful offerors will submit the toolkit proposal to their SME for review, include the proposed labor hours and costs for the project, and then submit it to IES for COR, Associate Commissioner, and Commissioner review. The toolkit proposal will not receive RPR review. The actual toolkit will be reviewed by the COR, peer reviewed by the REL peer-review contractor (RPR), and approved by the NCEE Associate Commissioner and NCEE Commissioner.

#### *Toolkit Evaluation and Review Process*

The toolkit in Subtask 5.2 also requires two forms of evaluation:

- 1) First, RELs must formatively evaluate the usability of the tool with its intended audience during development. Usability refers to the quality of a user's experience when interacting with the toolkit and includes *at least* the following two factors:
  - **Ease of use:** Whether a user can understand how to use the toolkit and can accomplish the tasks that the toolkit outlines without the assistance of the REL or another technical assistance provider.
  - **Subjective satisfaction:** The extent to which a toolkit user reports that they like using the toolkit, and would recommend the toolkit to others.

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The formative evaluation is a component of the toolkit development phase under Subtask 5.2.

- 2) Second, RELs must evaluate the efficacy and implementation of the finished toolkit's Professional Development Resources, either individually, in related subsets, or as a whole, under Subtask 5.1 prior to the toolkit's release by IES. Such an evaluation shall examine changes in teacher practice and may also include measures of teacher knowledge and/or teacher self-efficacy. The evaluation must also examine learner outcomes (e.g., academic or behavioral outcomes). The efficacy portion of the evaluationshould be designed to meet What Works Clearinghouse Standards, version 4.1, to the extent practicable. IES acknowledges that these studies are exploratory in nature.

Note that partner K-12 schools or IHEs involved in the usability trials (above) may not be included in subsequent efficacy and implementation trials. For example, REL Mid- Atlantic may partner with one district and/or one school in Pennsylvania school to develop the toolkit and conduct the formative evaluation, and then partner with different schools in Pennsylvania or other states in the REL Mid-Atlantic region to evaluate the efficacy and implementation of the finished toolkit. In addition, RELs may provide implementation supports during the efficacy trial; however, these supports must be provided by individuals that are not involved in conducting the evaluation itself.

RELs and their partners need to plan creatively and strategically when designing the toolkit evaluation; in particular when examining the efficacy of the toolkit. For example, evaluations may not be able to use state assessments as an outcome measure because the assessment timeframe may not align with teachers use of the toolkit or may not be available in time for RELs to analyze the data to include in a report. Instead, RELs may consider relying on another type of assessment that will provide the necessary data in a timely fashion. RELs may consider all manner of evaluation methods and approaches (e.g., rapid cycle evaluations, traditional RCTs, interrupted time series, Bayesian analyses) as long as the REL sufficiently justifies the methods they propose to use.

RELs shall follow the review process guidelines for applied research proposals and reports described in Subtask 5.1 when designing and executing the evaluation of the toolkit. The toolkit evaluation proposal shall be submitted to IES as part of the REL competition proposal. After award, successful offerors will revise their proposals based on updated information about the proposed toolkit and the evaluation. Like all 5.1 research proposals and reports, the toolkit evaluation proposal and report will be reviewed by the COR, peer reviewed by RPR, and approved by the NCEE Associate Commissioner and NCEE Commissioner.

Both the toolkit, including usability testing, and evaluation of the toolkit must be completed within the five-year contract period. For that reason, the intended outcomes of the toolkit must include outcomes that the REL and its partners would expect to occur if the toolkit was

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implemented in a short time frame. The toolkit must be developed on a timeline that would allow for the draft evaluation report to be submitted to IES no later than September 2025.

As with all applied research reports under Subtask 5.1, the applied research report shall discuss the results of the evaluation of the toolkit with an informed lay audience in mind; in this case teachers, administrators, and parents. The final report should also indicate ways that the toolkit could be improved to be more usable or effective.

**Subtask 5.3 Design and test new programs or practices (“interventions”) to improve student outcomes (not required).**

When there are few or no effective interventions in a potentially high-leverage domain of work with partners, RELs are permitted, but not required to design new programs or practices to meet partner and stakeholder needs.<sup>41</sup> These interventions should be informed by extant evidence and applicable theory. Interventions must be “manualized” such that they can be readily replicated elsewhere with fidelity if shown to be efficacious.

Interventions must be co-developed with at least one state, district, institution, or building-level partner. Other partners may be included as well to inform the intervention’s design, to support the intervention’s implementation, or to conduct some or all of the required evaluation.

Any new intervention developed under this task requires two forms of evaluation.

- 1) First, RELs must evaluate the usability, if applicable, of the intervention (usability in this Subtask is the same as defined under Subtask 5.2).
- 2) Second, RELs must evaluate the efficacy and implementation of the intervention under Subtask 5.1 prior to the intervention’s release by IES. Such an evaluation should at a minimum examine relevant short-term outcomes on the individuals and/or systems an intervention is designed to affect. Said evaluation should also seek to identify ways in which the intervention might be improved to be more usable, efficient, or effective. To the extent feasible, individuals or schools involved in the design of the intervention should not be included in the implementation study or evaluation.

RELs shall follow the review process guidelines for applied research proposals and reports described in Subtask 5.1 when developing the intervention and designing and executing the efficacy and implementation evaluation of the intervention. As with all applied research reports under Subtask 5.1, the evaluation report shall discuss the results with an informed lay audience in mind.

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<sup>41</sup> RELs wanting to rigorously evaluate extant interventions should propose that work under Subtask 5.1.

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If a REL decides to develop an online tool, the content shall be developed by the REL but the programming for the tool shall be developed and maintained by the REL Website contractor, similar to any online tool developed in Subtask 5.2. The REL COR will facilitate conversations between the REL and the REL Website contractor to determine the scope, requirements, and timeline for each project under this task. The technical design of online tools should be as simple as possible to meet the intended goals.

All work under this Subtask must be completed within the five-year contract, including the review and publication of the intervention and study. For that reason, RELs must think carefully about: (1) the scope of the intervention design and evaluation work and resulting schedule, and (2) what can be learned from the design and testing of a new intervention irrespective of the results of its efficacy trial. The intervention must be developed on a timeline that allows the draft evaluation report to be submitted to IES no later than September 2025.

#### **Subtask 5.4 Develop tools to support research processes and research-based practices (not required).**

If the need exists, RELs may, but are not required to, develop analytic tools that will support partners' and stakeholders' capacities to engage in the research process or tools that help educators implement research-based practices. Examples of analytic tools might include a self-study guide, a tool to support the development of a survey instrument, or a how-to-guide for conducting an analysis.

As noted above, RELs may also develop tools to help educators use research-based practices. A tool of this type may consist of one or a combination of the following components of the toolkits that were discussed above in Subtask 5.2: diagnostic instrument(s) for assessing baseline practice; professional development resources; and instrument(s) for assessing on-going practice. For example, during the 2017 REL cycle, REL Southeast created the [Guide and Checklist for a School Leader's Walkthrough During Literacy Instruction Grades 4–12](#), designed to help school leaders observe specific research-based practices during literacy instruction in grade 4–12 classrooms and students' independent use or application of those practices.

RELs may not develop a new tool if a similar one already exists. Tools should be developed in partnership with key stakeholders in service of addressing a specific, high leverage need. Tools developed under Subtask 5.4 do not have to be based on WWC Practice Guides, and do not require implementation or efficacy evaluations. Tool proposals and the actual product developed under Subtask 5.4 shall be follow the traditional review process for proposals and tools. (See Appendix E of the Instructions to Offerors.)

If a REL wishes to develop an online tool, the content shall be developed by the REL but the programming for the tool shall be developed and maintained by the REL Website contractor, similar to any online tool developed in Subtask 5.2. The REL COR will facilitate conversations between the REL and the REL Website contractor to determine the scope, requirements, and

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timeline for each project under this task. The technical design of online tools should be as simple as possible to meet the intended goals.

**Subtask 5.5 Conduct assessments of research study quality.**

At the request of state and local departments of education, the REL shall conduct reviews of research studies for quality using scientific standards (for example, WWC standards or SEA- or LEA-specific standards) to support agencies' implementation of evidence requirements in their Every Student Succeeds Act (ESSA) plans. These reviews shall assess existing studies related to a specific practice or intervention to help determine their tier of evidence as described by nonregulatory ESSA guidance.<sup>42</sup> If the partners decide to use the nonregulatory ESSA guidance or otherwise wish to incorporate WWC standards to review studies, the REL shall use only reviewers certified in the WWC Procedures and Standards version 4.1 (group design) for this task and conduct reviews using the most current WWC standards and materials, including the WWC Online Study Review Guide. Reviews for studies not already reviewed by the WWC that may potentially meet Tier 1 (Strong) or Tier 2 (Moderate) evidence requirements must be completed using the WWC's Online Study Review Guide and shall be peer reviewed by a WWC contractor.

The REL shall develop a proposal for COR review and approval that discusses the scope, purpose, search methodology, output, timeline and detailed budget, including labor hours. The REL shall prepare a summary memo that describes the study review procedures and results of the review; this memo will be reviewed and approved by the COR. The REL shall also brief requestors on the results and implications of this assessment. As with all meeting materials, any additional materials developed for this briefing shall also be reviewed and approved by the COR.

**Subtask 5.6 Conduct original applied research that involves students, parents, and other community members (not required).**

This subtask is for RELs to undertake applied research that involves a wider group of stakeholders than the typical REL research project. A REL may conduct a study under Subtask 5.6 when a REL and partners identify the need for an applied research study that will help address a high-leverage problem and the REL and the partners believe that the study would benefit from the on-going input of students, parents, or other community members. There is no requirement for the REL to do work under this Subtask during the contract period.

As with other research projects, projects under this subtask shall include a strong justification for the relevance and rigor of the proposed work. In addition, the work under this subtask shall also be designed to both inform policy decisions and help build knowledge towards future decisions by practitioners or policymakers related to education policy or practice.

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<sup>42</sup> <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseinvestment.pdf>

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The REL projects under this task shall involve students, parents, or other community members from very beginning. Students, parents or other community members shall be invited to help identify and refine the study questions and provide input on the study methods from the very beginning of the project. In addition, the study shall involve original collection of data from relevant students, parents, or other community members through such methods as a survey and/or interviews, focus groups and observations. The REL shall work with IES to obtain OMB approval for such data collection within the first two years of the contract. Typically, studies under this subtask involve mixed methods – both qualitative and quantitative data collection and analyses.

This subtask may be particularly appropriate for research that involves racial or socio-economic equity issues, but RELs can consider this Subtask for any work in which on-going involvement of students, parents and other community members is appropriate.

All the work of this Subtask shall be done as outlined under the following sections of Subtask 5.1:

- Develop Research Proposals
- Documentation for Applied Research Projects
- Reporting Applied Research Findings

#### *Task 5 Quality Assurance Procedures*

The REL shall establish a process for ensuring that the work of the REL is of the highest quality and that all published products will meet IES review standards for rigor, relevance, quality, clarity, and plain language.<sup>43</sup> The REL shall ensure that personnel with appropriate cultural understanding, content knowledge, and methodological expertise to conduct careful reviews of research proposals and products before submission to the COR. In addition, the REL shall ensure that:

- All proposals and products shall be reviewed by practitioners, as appropriate.
  - All products receive extensive editorial attention with an emphasis on plain language.
- IES expects that each REL shall have authors of REL products invest extensively in drafting and editing their own products so that the writing is very clear and is succinct as possible. IES also expects RELs to invest extensively in the editing of products by an in-house editor before each product is submitted to IES.

In addition to the internal quality assurance procedures listed above, the REL shall propose an external SME whose roles within the project will be to review and provide feedback on draft

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<sup>43</sup> For more information about writing about research in everyday language, see:  
<https://files.eric.ed.gov/fulltext/ED545224.pdf>

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proposals and end products, and act as an advisor to the project team on the design and content of applied research projects throughout the life of the project (except projects under Subtask 5.5). The SME must be external to the project. That is, a SME cannot work on the project (or set of closely related projects) for which they act as a SME in any other capacity.

The REL may propose SMEs on a project-by-project basis, or submit a running list of experts, along with their affiliations, backgrounds, areas of expertise and a resume or CV for pre-approval. The SME must have content and design/methodological expertise related to the Task 5 project. The REL may decide to identify two SMEs for a project if someone with both content and methodological expertise is not available to serve in this role. Regardless, RELs must propose experts and provide documentation of their substantive expertise relevant to the project for approval before submitting a proposal for an applied research project. The REL shall also submit a memo along with proposal and product submissions outlining 1) the experts' feedback on proposals and products; and 2) the REL's response to the experts' feedback.

### ***Task 5 Deliverables***

Table 5 provides a list of required deliverables for work conducted under Task 5, as well as their due dates. RELs and IES may negotiate on a project-by-project basis to add deliverables as appropriate.

**Table 5: Deliverables under Task 5**

Subtask	Deliverables	Due Date
5.1	Conduct original, empirical research and develop products	
	Concept paper	As needed
	Proposal	As proposed
	Notice of IRB approval or exemption	As proposed
	Data Management Plan (if applicable to the study)	As proposed
	OMB clearance package (if applicable to the study)	As proposed
	Data sharing agreement or memorandum of understanding (optional)	As proposed
	Applied research written product <sup>44</sup>	As proposed
5.2	Develop a toolkit based on WWC Practice Guides to support educators use of evidence-based practices	
	Concept paper	As needed
	Proposal for toolkit	As proposed
	Toolkit	As proposed
	Summary of revisions to toolkit based on efficacy evaluation results	As needed
5.3	Design and test new programs, policies, or practices ("intervention") to improve student outcomes (not required)	
	Concept paper	As needed
	Proposal for intervention	As proposed

<sup>44</sup> "Written Product" in this case denotes both traditional research reports as well as alternate formats such as power point slide decks and infographics.

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	Periodic summary of development, usability testing, and modifications made to intervention	As proposed
	Intervention	As proposed
	Summary of revisions to intervention based on efficacy evaluation results	As needed
5.4	Develop tools to support research (not required)	
	Concept paper	As needed
	Proposal for tool	As proposed
	Tool	As proposed
5.5	Conduct assessment of research study quality for ESSA compliance.	
	Concept paper	As needed
	Proposal	As proposed
	Study review(s), peer reviewed by WWC contractor if reviewed using WWC standards	As proposed
	Summary memo and/or associated materials for partners/stakeholders	As proposed
5.6	Conduct original applied research that involves students, parents, and other community members (not required)	
	Concept paper	As needed
	Proposal	As proposed
	Notice of IRB approval or exemption	As proposed
	Data Management Plan (if applicable to the study)	As proposed
	OMB clearance package (if applicable to the study)	As proposed
	Data sharing agreement or memorandum of understanding (optional)	As proposed
	Applied research written product <sup>45</sup>	As proposed

<sup>45</sup> "Written Product" in this case denotes both traditional research reports as well as alternate formats such as power point slide decks and infographics.

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### **Task 6: Dissemination**

The purpose of the Dissemination task is to enable education stakeholders to learn about and identify ways to apply the most up-to-date research in education to high leverage issues of policy and practice. Therefore, work under this task includes disseminating the results of REL work as well as the results of peer-reviewed research not conducted by the REL.

RELs shall craft dissemination strategies for their products based on their partners' needs and intended outcomes. The REL shall work with their partners to target their work to the specific audiences of interest, particularly those best positioned to help partnerships realize their intended outcomes. RELs shall also work with their partners to share dissemination products in the places or through the networks which these audiences are most likely to seek or receive information.

The REL shall disseminate the work in a way so that policymakers and educators can leverage it and apply it to their context. This involves crafting tailored messages and communication strategies to reach specific audiences. Products developed under this Task should be designed to provide engaging experiences that draw in new audiences and engage existing audiences. RELs are also expected to leverage the work of other RELs and Department grantees and contractors to help policymakers and educators benefit from the evidence and practices supported through the federal investment in education research and evaluation. All products developed under this Task will be reviewed and approved by the COR. For Subtasks that require an approved concept paper or proposal (that is, Subtasks 6.2, 6.3, and 6.7), concept papers and proposals shall include shall also include the proposed labor hours and costs for the project.<sup>46</sup>

#### ***Subtask 6.1 Develop website content***

The REL shall be responsible for updating information on their webpages using template forms developed by the external Website contractor. The Website contractor is responsible for the design and structure of the website and RELs are responsible for providing timely and accurate website content in the format specified by the website contractor. RELs are also responsible for ensuring that all updates posted by the REL Website contractor are complete and accurate.

Within four weeks of contract award, the REL is responsible for providing information through an initial set of website forms and submitting them to IES. The REL is expected to submit content as it is developed or conducted such as new blog posts, newsletters, videos, event and TCTS materials, and Applied Research and Peer Reviewed Research-based products once they are approved by IES.

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<sup>46</sup> Additional guidance on the content of concept papers and proposals under these Subtasks will be provided post-award. Proposals under these Subtasks will typically require less information and effort than proposals under Tasks 4 and 5 given the smaller scopes of Task 6 projects.

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***Subtask 6.2 Develop engaging dissemination materials based on scientifically valid research and evidence-based practices***

The REL is responsible for creating supporting materials that present its work in succinct, visually engaging formats. Examples of supporting materials include, but are not limited to, short videos, infographics, fact sheets, or handouts.

IES expects that many Task 4 and all Task 5 projects will have supporting Dissemination activities or products. Such products shall be developed under this Subtask.<sup>47</sup> Dissemination materials based on Task 4 or Task 5 projects should be proposed in the concept paper and proposal for the Task 4 or Task 5 project. An updated proposal may be submitted, if necessary, with refined ideas for the materials after the Task 4 and Task 5 projects are underway. RELs will be required to submit a concept paper to the COR to propose developing dissemination materials under this Subtask that are not based on an existing Task 4 or Task 5 project.

RELs may also disseminate the findings from publicly available research that may be relevant and useful to a wide audience within their region. Whenever possible, the REL shall prioritize IES-funded work that is peer-reviewed and freely available. This includes the work of the WWC, evaluations from the National Center for Education Evaluation and Regional Assistance, and work produced by grantees from the NCER and NCSER. RELs may choose to connect multiple pieces of research or focus on a single study and shall ensure the findings of the research are understandable and applicable to their partners and other audiences. Products that connect multiple pieces of research will require review by a SME.<sup>48</sup> RELs may disseminate research findings through videos, infographics, or other methods.

The REL is required to make all materials developed under this task [508 compliant](#). These products will be posted on the REL website by the external website contractor.

***Subtask 6.3 Host events and develop conference presentations to disseminate research.***

RELs are encouraged to present their work widely through events and conference presentations. Events can be designed to be virtual or in person. RELs are encouraged to collaborate with other federal technical assistance centers, such as the Comprehensive Centers on events and presentations whenever feasible. When RELs host a webinar to disseminate their work, RELs shall develop three supporting products to be submitted to the COR within one month of the webinar:

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<sup>47</sup> Infographics, fact sheets, or any other products that are considered the final written product of applied research in lieu of a traditional research report under Task 5 should be developed under Subtask 5.1. Subtask 6.2 should only be used to develop supporting dissemination materials for Task 4 or 5 projects.

<sup>48</sup> See Task 4 for additional discussion on external subject matter experts (SMEs).

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- A 508 compliant video of the event, including a list of keywords and a description of the event. The event archive will be uploaded to the IES YouTube page.
- A 508 compliant one- to two-page summary of the webinar. This summary should include a brief background on the webinar topic, key research-based takeaways, and quotes from presenters.
- A 508 compliant document that lists audience questions during or after the event along with responses from the presenters.

RELs are encouraged to present at both local and national conferences and convenings of educators and policymakers who are well-situated to apply the lessons learned from REL work to policy or practice, furthering their partners' outcomes. This may include presentations to specific professional associations, membership organizations, state or district-level professional development trainings, and educator-focused conferences. While the REL may present its work at researcher-focused conferences, this should not be the REL's primary focus. Materials for events that connect multiple pieces of research may require review by a SME.

***Subtask 6.4 Maintain a newsletter.***

The REL shall create a newsletter that includes general updates about the REL including announcements about publications or products that are released, and any upcoming events. Newsletters shall be produced at least four times a year but may be developed more frequently. RELs may also use their newsletter in an ad-hoc manner to announce events and publications. Newsletters may also be topic- or partnership-focused. RELs are encouraged to share blog posts in their newsletters as well. Each newsletter shall be archived on the REL website.

***Subtask 6.5 Maintain a blog (not required).***

RELs may, but is not required to contribute to the REL Program blog. The blog posts may be newsletter articles (see Subtask 6.4) or unique articles. All blog posts shall tell a short story that explains how the REL's work is helping to advance their partners' outcomes and address high leverage problems in the region, and may share products and resources developed by the REL. If a REL chooses to blog, the blog posts shall appear on a regular schedule and shall be produced at least 4 times a year.

***Subtask 6.6 Maintain a social media presence.***

RELs are responsible for maintaining a consistent social media presence. Currently, the only approved social media network for RELs is Twitter; each of the 10 RELs currently maintain their own account. It is possible that additional social media networks will be approved in the future. The REL is responsible for maintaining their REL's existing Twitter account and posting at least two times per week.

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All social media posts must be approved by the COR in advance. RELs may submit periodic batches of posts for COR approval, submit posts to the COR on an ad hoc basis, or combine both strategies. As with all dissemination products, social media posts and follows should be strategic and use easy to understand, clear language.

***Subtask 6.7 Develop supporting communications and branding materials.***

The REL shall create communications materials that inform policymakers and educators about the existence and purpose of the REL. Under this task the REL may create a brochure or handouts that explain the work of the REL. RELs also may create videos that explain how the REL operates or feature interviews with partners. This should represent a small fraction of the REL's dissemination work, as IES expects that these products will be developed in Year 1 or Year 2 of the five-year REL contract. The REL is expected to develop a proposal for the development of products under this Subtask with their COR as early as possible in the contract period to ensure that work is not duplicated across REL regions.

**Task 6 Deliverables**

Table 6 provides a list of required deliverables for work conducted under Task 6, as well as their due dates. RELs and IES may negotiate on a project-by-project basis to add deliverables as appropriate.

**Table 6: Deliverables under Task 6**

Subtask	Deliverables	Due Date
6.1	Develop website content	
	Complete initial website templates	4 weeks after contract award
	Quarterly website updates	As proposed
	Website content templates	2 weeks after the event or product is released and as proposed for blogs and newsletters
6.2	Develop visually engaging dissemination materials based on scientifically valid research and evidence-based practices	
	Concept Paper	As needed
	Video Storyboard and script	As proposed
	Video	As proposed
	Draft handout, infographic or fact sheet	As proposed
	Final handout, infographic and fact sheet	As proposed
6.3	Host events and conference presentations	
	Proposal for event or required proposal for conference presentation	As needed
	Agenda and materials	2 weeks before the event
	Stakeholder Feedback Survey	2 weeks after the event
	Webinar video, keywords and description for YouTube page	4 weeks after the event
	Webinar summary	4 weeks after the event
	Webinar questions and answers document	4 weeks after the event

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6.4	<b>Maintain a newsletter</b>	
	Newsletter	At least quarterly; 4 weeks before scheduled release
6.5	<b>Maintain a blog (not required)</b>	
	Blog	As proposed; at least 4 weeks before scheduled release
6.6	<b>Maintain a social media presence.</b>	
	Social media posts	As proposed
6.7	<b>Develop supporting communications and branding materials.</b>	
	Proposal	As proposed
	Video storyboard and script	As proposed
	Video	As proposed
	<b>Brochure or Handouts</b>	
	Brochure or handout	As proposed

**Appendix A: The regional configuration for RELs**

Regional Educational Laboratory	States and Jurisdictions Included in Region
Appalachia	Kentucky, Tennessee, Virginia, West Virginia
Central	Colorado, Kansas, Missouri, Nebraska, North Dakota, South Dakota, Wyoming
Mid-Atlantic	Delaware, Maryland, New Jersey, Pennsylvania, Washington DC
Midwest	Illinois, Indiana, Iowa, Michigan, Minnesota, Ohio, Wisconsin
Northeast and Islands	Connecticut, Maine, Massachusetts, New Hampshire, New York, Puerto Rico, Rhode Island, Vermont, the U.S. Virgin Islands
Northwest	Alaska, Idaho, Montana, Oregon, Washington
Pacific	American Samoa, the Commonwealth of the Northern Mariana Islands, the Federated States of Micronesia (Chuuk, Kosrae, Pohnpei, and Yap), Guam, Hawaii, the Republic of the Marshall Islands, the Republic of Palau
Southeast	Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina
Southwest	Arkansas, Louisiana, New Mexico, Oklahoma, Texas
West	Arizona, California, Nevada, and Utah

## **Appendix B: Managing Controlled Unclassified Information (CUI)**

### **Requirements**

#### **Applicability**

The contractor shall be responsible for handling sensitive and/or Controlled Unclassified Information (CUI) that is collected, stored, transmitted, or destroyed for the purposes of this contract in accordance with any applicable laws, regulations and government wide Policies (LRGWP) to include EO 13556, 32 CFR 2002 Part 2, The Department of Education Directive and NIST-800-171B when approved. These requirements apply to the Contractor, its subcontractors and teaming partners, and employees (hereafter referred to collectively as "Contractor"). These requirements are applicable to all Department information and data, regardless of medium, maintained by the Contractor for the performance of this contract.

#### **Authorization to Handle CUI**

No person may have access to CUI unless that person has a valid need for such access in connection with the accomplishment of a lawful and authorized US Government mission. The Authorized holder is an individual, agency, organization, or group of users that is permitted to designate or handle CUI, in accordance with 32 CFR Part 2002. The authorized holder who designates the CUI must make recipients aware of the information's CUI status in accordance with 32 CFR Part 2002.

#### **Safeguarding**

The contractor shall be responsible for safeguarding any CUI that is collected for the purposes of this contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, audio, video, documentary material, records and/or equipment is properly protected. The Contractor shall abide by and follow all LRGWP as it pertains to safeguarding of CUI. All electronically stored CUI shall be encrypted at rest and in motion as defined in the SOW. Contractors must take reasonable precautions to guard against unauthorized disclosure of CUI. Contractors must include the following measures among the reasonable precautions:

- Establish controlled environments in which to protect CUI from unauthorized access or disclosure and make use of those controlled environments;
- Reasonably ensure that unauthorized individuals cannot access or observe CUI, or overhear conversations discussing CUI;
- Keep CUI under the authorized holder's direct control or protect it with at least one physical barrier, and reasonably ensure that the authorized holder or the physical barrier protects the CUI from unauthorized access or observation when outside a controlled environment; and

- Protect the confidentiality of CUI that the Department or authorized holders process, store, or transmit on Federal information systems in accordance with the applicable security requirements and controls established in FIPS PUB 199, FIPS PUB 200, and NIST SP 800-53, (incorporated by reference, see § 2002.2), and paragraph (g) of Section 2002.14
- All Contractors must safeguard CUI using one of the following types of standards:
  - CUI Basic is the default set of standards authorized holders must apply to all CUI.
  - CUI Specified must be safeguarded in accordance with the requirements indicated in the NARA CUI Registry for the designated CUI Category.
- Safeguarding Information systems that process, store, or transmit CUI Basic, in accordance with FIPS PUB 199 (incorporated by reference, see § 2002.2), is categorized at no less than the moderate confidentiality impact level.
- Contractors must also apply the appropriate security requirements and controls from FIPS PUB 200 and NIST SP 800-53 to CUI in accordance with any risk-based tailoring decisions.

#### Physical Environments

CUI must be stored or handled in controlled environments that prevent or detect unauthorized access. Controlled environment and office spaces should include storing CUI in sealed envelopes, providing electronic locks and cabinets, locked doors, overhead bins and drawers.

#### Protecting Physical Equipment/Media that contains CUI

All electronic devices, storage media – i.e., video, audio, photographic images must be protected in accordance to the regulations defined in the NARA CUI Registry and mandatory CUI

Training.

Protecting CUI when shipping or mailing.

When sending CUI, authorized holders:

- May use the United States Postal Service or any commercial delivery service when they need to transport or deliver CUI to another entity;
- Should use in-transit automated tracking and accountability tools when they send CUI;
- May use interoffice or interagency mail systems to transport CUI; and
- Must mark packages that contain CUI according to marking requirements contained in this part and in guidance published by the CUI EA. See § 2002.20 for more guidance on marking requirements.

#### Reproducing CUI

When reproducing CUI documents on equipment such as printers, copiers, scanners, or fax machines, ensure that the equipment does not retain data or the agency must otherwise sanitize it in accordance with NIST SP 800-53 (incorporated by reference, see § 2002.2).

#### Transporting

The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When traveling, contractors should ideally store material and equipment containing CUI in a locked vehicle, or in the trunk of a vehicle (weather conditions permitting) and out of plain sight.

#### Decontrolling

No contractor may decontrol CUI without approval by the CO/COR through the designated owner. Once the approval has been granted, the contractor may remove CUI markings. Decontrolling does not mean that the information can be released to the public.

#### Destroying and Deleting CUI

When destroying and deleting CUI, including in electronic form, contractors must do so in a manner that makes it unreadable, indecipherable, and irrecoverable. Contractor must comply with the process - Return of data section documented in this SOW.

#### Marking

All CUI documents must be protected according to LRGWP as defined in 32 CFR 2002, Part 2, ED Directive and NIST 800-171B (when published). The Contractor will adhere to the procedures for marking CUI as outlined in the NARA CUI Registry. Authorized holders of CUI will be held accountable for knowing and following the marking procedures as defined in the NARA CUI Registry.

#### Training

The Contractor shall ensure that initial mandatory Handling Sensitive Information training is completed before handling sensitive and CUI. The contractor will complete Functional CUI Training when appropriate and complete annual thereafter. The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle CUI, or to design, develop, maintain, or operate a system of records unless the employee has completed training, as required by this clause. The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

#### Retention of Authorizing Documentation

The Contractor must maintain a current and complete file of all documentation authorizing handling of CUI during the period of performance of the contract, unless otherwise instructed by the Contracting Officer. Documentation will be made accessible during inspections or upon written request by the CO or the COR.

#### Transmitting

Upon completion of the contract, all CUI information, data, documentary material, records and/or equipment shall be returned to Department control or the Contractor must hold it until otherwise directed.

#### Self-Inspection

Contractors will be required to perform an annual self-inspection to demonstrate compliance to the CUI program. Self-Inspection Program Requirements include:

- Evaluate adherence to the principles and requirements of the ED Directive (#)
- Safeguarding
- Security Violations
- Education and Training

#### Compliance with Information Protection Requirements

The Chief Information Officer (CIO) or the Office of Inspector General (OIG), through the CO or COR, reserves the right to verify compliance with information security requirements established by this contract. Verification may include, but is not limited to, onsite or offsite inspections, audits, documentation reviews, process observation, network and IT system scanning. The Contractor will fully comply with all Department-initiated inspections as permissible by law.

#### Information Security Incidents (ISI)

Contractors must immediately report any and all suspected security incidents, breaches, and events involving Department information to the Department's Computer Incident Response Center (EDCIRC) and the Department's Security Operations Center (EDSOC); EDCIRC@ED.GOV; EDSOC voice: 202-243-6550. The EDSOC is available 24 hours per day, 365 days per year. Contractors must report any and all ISI involving information technology (IT) systems and CUI immediately upon becoming aware of the ISI but no later than 60 minutes after becoming aware of the ISI, regardless of day or time; regardless of internal investigation, evaluation, or confirmation of procedures or activities; and regardless of whether the ISI is suspected, known, or determined to involve IT systems operated in support of this contract.

Misuse of CUI / Incident Response and Access to Contractor Information Technology (IT) Systems

During the period of performance of the contract and throughout any contract close-out period, the Contractor must provide the Department, or its designate, with immediate access to all IT systems used by the Contractor to support the performance of the contract for the purpose of inspection and forensic analysis in the event of an ISI. The Contractor shall immediately notify the appropriate CO upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment that is CUI. Disclosure of CUI is limited to authorized personnel with a lawful need-to-know.

## Appendix C: IT Accessibility Requirements

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities. Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>.

**Applicable Functional Performance Criteria:** All functional performance criteria apply when using an alternative design or technology that achieves substantially equivalent or greater accessibility and usability by individuals with disabilities, than would be provided by conformance to one or more of the requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or more functions of ICT.

**Applicable requirements for software features and components:** All WCAG Level AA Success Criteria, 502 Interoperability with Assistive Technology, 503 Application Applicable requirements for hardware features and components: All requirements apply Applicable support services and documentation: All requirements apply.

**Instructions:** 1. Provide an Accessibility Conformance Report (ACR) for each commercially available Information and Communication Technology (ICT) item offered through this contract. Create the ACR using the Voluntary Product Accessibility Template Version 2.1 or later, located at <https://www.itic.org/policy/accessibility/vpat>. Complete each ACR in accordance with the instructions provided in the VPAT template. Each ACR must address the applicable Section 508 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All "Not Applicable" (N/A) responses must be explained in the remarks/explanations column or through additional narrative. Address each standard individually and with specificity and clarify whether conformance is achieved throughout the entire ICT Item (for example - user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. Provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror's proposed ICT items to validate Section 508 conformance claims made in the ACR. 2. Describe your approach to incorporating universal design principles to ensure ICT products or services are designed to support disabled users. 3. Describe plans for features that do not fully conform to the Section 508 Standards. 4. Describe "typical" user scenarios and tasks, including individuals with disabilities, to ensure fair and accurate accessibility testing of the ICT product or service being offered. Instructions: Insert the following language into the Acceptance Criteria section of the solicitation.

Acceptance Criteria: Prior to acceptance, the government reserves the right to perform testing on required ICT items to validate the offeror's Section 508 conformance claims. If the government determines that Section 508 conformance claims provided by the offeror represent a higher level of conformance than what is actually provided to the agency, the government shall, at its option, require the offeror to remediate the item to align with the offeror's original Section 508 conformance claims prior to acceptance.

ICT Accessibility Requirements Statement per the Revised Section 508 of the Rehabilitation Act  
Data Services or Information Retrieval Systems Electronic Content

Technical Criteria: E205.1 General -

- Electronic content shall comply with E205.
- E205.2 Public Facing -
- Electronic content that is public facing shall conform to the accessibility requirements specified in E205.4.
- 602 Support Documentation -
- 603 Support Services -
- 302 Functional Performance Criteria -
- Software

Technical Criteria: E207.1 General -

- Where components of ICT are software and transmit information or have a user interface, such components shall conform to E207 and the requirements in Chapter 5.
- E207.2 WCAG Conformance -
- User interface components, as well as the content of platforms and applications, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

E207.2.1 Word Substitution -

- When Applying WCAG to Non-Web Software For non-Web software, wherever the term "Web page" or "page" appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term "software" shall be substituted for the terms "Web page" and "page". In addition, in Success Criterion in 1.4.2, the phrase "in software" shall be substituted for the phrase "on a Web page."

E207.3 Complete Process for Non-Web Software: Where non-Web software requires multiple steps to accomplish an activity, all software related to the activity to be accomplished shall conform to WCAG 2.0 as specified in E207.2.

Exceptions: E501.1 Scope: Where Web applications do not have access to platform accessibility services and do not include components that have access to platform accessibility services, they shall not be required to conform to 502 or 503 provided that they conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

Functional Performance Criteria:

- 301.1 Scope - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.
- 302.1 Without Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.
- 302.2 With Limited Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.
- 302.3 Without Perception of Color - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
- 302.4 Without Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
- 302.5 With Limited Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
- 302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
- 302.7 With Limited Manipulation - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
- 302.8 With Limited Reach and Strength - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

- 302.9 With Limited Language, Cognitive, and Learning Abilities - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier. END

## **Appendix D: Records Management Obligations**

### A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

### B. Definitions

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record: includes IES records; does not include personal materials; applies to records created, received, or maintained by Contractors pursuant to their IES contract; may include deliverables and documentation associated with deliverables.

### C. Requirements

Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data, which should address at minimum the following according to 36 CFR 1236.10:

The following types of records management controls are needed to ensure that Federal records in electronic information systems can provide adequate and proper documentation of agency business for as long as the information is needed. Agencies must incorporate controls into the electronic information system or integrate them into a recordkeeping system that is external to the information system itself (see § 1236.20 of this part).

(a) Reliability: Controls to ensure a full and accurate representation of the transactions, activities or facts to which they attest and can be depended upon in the course of subsequent transactions or activities.

(b) Authenticity: Controls to protect against unauthorized addition, deletion, alteration, use, and concealment.

(c) Integrity: Controls, such as audit trails, to ensure records are complete and unaltered.

(d) Usability: Mechanisms to ensure records can be located, retrieved, presented, and interpreted.

(e) Content: Mechanisms to preserve the information contained within the record itself that was produced by the creator of the record;

(f) Context: Mechanisms to implement cross-references to related records that show the organizational, functional, and operational circumstances about the record, which will vary depending upon the business, legal, and regulatory requirements of the business activity; and

(g) Structure: controls to ensure the maintenance of the physical and logical format of the records and the relationships between the data elements.

The Department and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of IES or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to IES. The agency must report promptly to NARA in accordance with 36 CFR 1230.

The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to IES control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand-carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and IES guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with IES policy.

The Contractor shall not create or maintain any records containing any non-public IES information that are not specifically tied to or authorized by the contract.

The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains

information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

IES owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which IES shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

Training. All Contractor employees assigned to this contract who create, work with or otherwise handle records are required to take IES-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

D. Flowdown of requirements to subcontractors

The Contractor shall incorporate the substance of this clause, its terms, and requirements including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.

Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

## J.3 Attachment B- Deliverable Schedule

RFP # 91990020R0032 Regional Educational Laboratory: Central Region

**Exhibit IV.1. Schedule of deliverables for the first 18 months of the REL Central project**

<b>Task</b>	<b>Deliverable number</b>	<b>Deliverable Name</b>	<b>Draft Due Date</b>	<b>Final Due date</b>
<b>Task 1. REL Management and Reporting</b>				
<b>Task lead: Susan Lopez</b>				
1.1	1.1.1	Summary of REL Kickoff Meeting	n.a.	4/14/2022
1.2	1.2.1.1	Biweekly/Bimonthly call agenda	n.a.	2 working days before each meeting
	1.2.1.2	Biweekly/Bimonthly call summary memo	n.a.	
1.4	1.4.1.1	Department presentation briefing materials	3 weeks before each meeting	One weeks after receipt of comments from IES
	1.4.1.2	Summary of presentation to the Department	n.a.	1 week after each meeting
1.5	1.5.1	Report on the establishment of the Governing Board	n.a.	3/31/2022
	1.5.2.1	Submission of proposed Governing Board members to fill vacancies	n.a.	As needed
	1.5.3.1	Meeting agendas and materials for first Governing Board meeting	4/14/2022	4/28/2022
	1.5.3.2	Governing Board meeting minutes, action items and discussion of how the REL will use Governing Board feedback to adjust their proposed or ongoing work for first meeting	n.a.	5/19/2022
	1.5.4.1	Meeting agendas and materials for additional Governing Board Meeting	6 weeks before each meeting	3 weeks before each meeting
	1.5.4.2	Governing Board meeting minutes, action items and discussion of how the REL will use Governing Board feedback to adjust their proposed or ongoing work	n.a.	2 weeks after each meeting
1.6	1.6.1	Bi-annual Assessment of Progress Report	6/2/2022	6/30/2022
	1.6.2	Bi-annual Assessment of Progress Report	10/3/2022	11/07/2022
	1.6.3	Bi-annual Assessment of Progress Report	4/3/2023	5/8/2023
1.7	1.7.1	Monthly Progress Report	n.a.	3/14/2022
	1.7.2	Monthly Progress Report	n.a.	4/14/2022
	1.7.3	Monthly Progress Report	n.a.	5/13/2022
	1.7.4	Monthly Progress Report	n.a.	6/14/2022
	1.7.5	Monthly Progress Report	n.a.	7/15/2022
	1.7.6	Monthly Progress Report	n.a.	8/12/2022

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
	1.7.7	Monthly Progress Report	n.a.	9/15/2022
	1.7.8	Monthly Progress Report	n.a.	10/17/2022
	1.7.9	Monthly Progress Report	n.a.	11/15/2022
	1.7.10	Monthly Progress Report	n.a.	12/14/2022
	1.7.11	Monthly Progress Report	n.a.	1/13/2023
	1.7.12	Monthly Progress Report	n.a.	2/14/2023
	1.7.13	Monthly Progress Report	n.a.	3/14/2023
	1.7.14	Monthly Progress Report	n.a.	4/14/2023
	1.7.15	Monthly Progress Report	n.a.	5/12/2023
	1.7.16	Monthly Progress Report	n.a.	6/12/2023
	1.1.17	Monthly Progress Report	n.a.	7/14/2023
1.8	1.8.1	Performance reporting	n.a.	As requested
1.9	1.9.1	Submission of security documents for low- and moderate-level clearances	n.a.	3/10/2022, updates as needed
1.10	1.10.1	REL evaluation materials	n.a.	As requested
<b>Task 2. Coordination and Collaboration</b>				
<b>Task lead: Phillip Herman</b>				
2.1	2.1.1.1	Cross-REL meeting agenda and materials	n.a.	2 weeks before the meeting
	2.1.1.2	Cross-REL meeting summary	n.a.	2 weeks after the meeting
	2.1.2.1	Proposal for Cross-REL, REL-only event	As needed	Two weeks after receipt of comments from IES
	2.1.2.2	Agenda and materials for cross-REL, REL-only event	6 weeks before event	3 weeks before event
	2.1.2.3	Summary of cross-REL, REL-only event	n.a.	2 weeks after the event
	2.1.3.1	Proposal for Cross-REL infographic	As needed	Two weeks after receipt of comments from IES
	2.1.3.2	Draft for Cross-REL infographic or newsletter	as proposed	Two weeks after receipt of comments from IES
	2.1.4.1	Proposal for Cross-REL webinar	As needed	Two weeks after receipt of comments from IES
	2.1.4.2	Materials and agenda for Cross-REL webinar	As proposed	3 weeks before the webinar
	2.1.4.3	Summary of Stakeholder Feedback Survey results for Cross-REL webinar	n.a.	2 weeks after the webinar
	2.1.4.4	Event summary for Cross-REL webinar	n.a.	2 weeks after the

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
	2.1.4.5	Event recording for Cross-REL webinar	n.a.	activity 2 weeks after the activity
	2.1.5.1	Proposal for Cross-REL video	As needed	Two weeks after receipt of comments from IES
	2.1.5.2	Script and story board for Cross-REL video	As proposed	Two weeks after receipt of comments from IES
	2.1.5.3	Video for Cross-REL video	n.a.	As proposed
	2.1.6.1	Proposal for Cross-REL conference presentation	As needed	Two weeks after receipt of comments from IES
	2.1.6.2	Agenda and materials for Cross-REL conference presentation	As proposed	3 weeks before the presentation
	2.1.6.3	Summary of conference presentation	n.a.	2 weeks after the presentation
	2.1.6.4	Summary of Stakeholder Feedback Survey results	n.a.	2 weeks after the presentation
2.3	2.3.1	Signed letter(s) of intent with each regional Comprehensive Center in REL region	n.a.	5/25/2022, updated as needed
	2.3.2.1	Joint needs sensing summary memo	n.a.	1/31/2023
	2.3.2.2	Joint needs sensing summary meeting minutes	n.a.	4/03/2023
<b>Task 3. Working in Partnership with Stakeholders</b>				
<b>Task lead: Stephen Meyer</b>				
3.1	3.1.1	Partnership proposal for improving education equity in Denver Public Schools	Submitted with proposal	3/31/2022
	3.1.2	Partnership proposal for the strengthening culture-based education in Standing Rock	Submitted with proposal	3/31/2022
	3.1.3	Partnership proposal for <b>teacher diversity in Colorado*</b>	5/1/2022	Two weeks after receipt of comments from IES
	3.1.4	Partnership proposal for <b>supporting postsecondary and workforce readiness of students in Kansas*</b>	5/1/2022	Two weeks after receipt of comments from IES
	3.1.5	Partnership proposal for <b>strengthening and diversifying the educator workforce in Missouri*</b>	5/1/2022	Two weeks after receipt of comments from IES
	3.1.6	Partnership proposal for <b>strengthening students' math skills to succeed in college in Wyoming*</b>	5/1/2022	Two weeks after receipt of comments from IES
	3.1.7	Partnership proposal for <b>accelerating math achievement to address COVID-related</b>	5/1/2022	Two weeks after receipt of

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date	
		<b>learning loss in North Dakota*</b>			
	3.1.8	Partnership proposal for supporting elementary readers in Nebraska*	5/1/2022	Two weeks after receipt of comments from IES	
	3.1.9	Partnership proposal for supporting young children with disabilities in South Dakota*	5/1/2022	Two weeks after receipt of comments from IES	
	3.1.10	Additional partnership proposals	As needed	Two weeks after receipt of comments from IES	
	3.1.11	Needs-sensing meeting materials	As needed; 4 weeks before meeting	As needed; 2 weeks before meeting	
3.2	3.2.1	Partner planning meeting materials	As needed; 4 weeks before meeting	As needed; 2 weeks before meeting	
	3.2.2	Stakeholder Feedback Survey of partners	n.a.	11/30/2022	
3.3	3.3.1.1	Community of practice proposal	As needed	Two weeks after receipt of comments from IES	
	3.3.1.2	Community of practice meeting materials	As needed; 4 weeks before meeting	As needed; 2 weeks before meeting	

**Task 4. Training, Coaching, and Technical Support (TCTS) for Evidence Use**

Task lead: Virginia Knechtel

4.1	4.1.1.1	Concept paper for Examining the Evidence on Equity Strategies Being Used in Black Excellence Plans in Denver Public Schools	Submitted with the proposal	3/31/2022
	4.1.1.2	Proposal for Examining the Evidence on Equity Strategies Being Used in Black Excellence Plans in Denver Public Schools	5/1/2022	Two weeks after receipt of comments from IES
	4.1.1.3	Materials and agenda for session 1	n.a.	June 2022, 2 weeks before each session
	4.1.1.4	Materials and agenda for session 2	n.a.	October 2022, 2 weeks before each session
	4.1.1.5	Materials and agenda for session 3	n.a.	February 2023, 2 weeks before each session
	4.1.1.6	Interview protocols	n.a.	June 2023
	4.1.1.7	Materials and agenda for session 4	n.a.	July 2023, 2 weeks

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
			before each session	
	4.1.2.1	Concept paper for Integrating Lakota/Dakota culture into elementary math instruction on the Standing Rock Reservation	Submitted with the proposal	3/31/2022
	4.1.2.2	Proposal for Integrating Lakota/Dakota culture into elementary math instruction on the Standing Rock Reservation	5/1/2022	June 2022
	4.1.2.3	Materials and agenda for session 1	n.a.	September 2022, 2 weeks before each session
	4.1.2.4	Materials and agenda for session 2	n.a.	September 2022, 2 weeks before each session
	4.1.2.5	Materials and agenda for session 3	n.a.	November 2022, 2 weeks before each session
	4.1.2.6	Materials and agenda for session 4	n.a.	April 2023, 2 weeks before each session
	4.1.2.7	Materials and agenda for session 5	n.a.	May 2023, 2 weeks before each session
	4.1.2.8	Materials and agenda for session 6	n.a.	June 2023, 2 weeks before each session
	4.1.2.9	Materials and agenda for session 7	n.a.	July 2023, 2 weeks before each session
	4.1.2.10	Initial Stakeholder Feedback Survey results	n.a.	August 2023, with follow up at least 6 months after the end of the project.
	4.1.3.1	Concept paper for Planning for, evaluating, and learning from the piloting of a Lakota/Dakota culture-based math innovation in elementary classrooms on the Standing Rock Reservation	Submitted with the proposal	3/31/2022
	4.1.3.2	Proposal for Planning for, evaluating, and learning from the piloting of a Lakota/Dakota culture-based math innovation in elementary classrooms on the Standing Rock Reservation	n.a.	February 2023
	4.1.3.3	Materials and agenda for session 1	n.a.	May 2023, 2 weeks before each session
	4.1.3.4	Materials and agenda for session 2	n.a.	June 2023, 2 weeks before each session
	4.1.3.5	Materials and agenda for session 3	n.a.	July 2023, 2 weeks before each session
	4.1.4.1	Concept paper for technical support to partners to improve understanding of why teachers leave the profession*	As proposed	Two weeks after receipt of comments from IES

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
	4.1.5.1	Concept paper for technical support to partners to document, report, and use information about teacher diversity*	As proposed	Two weeks after receipt of comments from IES
	4.1.6.1	Concept paper for technical support to use data to monitor school implementation and outcomes of IPS*	As proposed	Two weeks after receipt of comments from IES
	4.1.7.1	Concept paper for Webinar and series of coaching sessions for LEA leaders to support alignment with evidence-based practices*	As proposed	Two weeks after receipt of comments from IES
	4.1.8.1	Concept paper for coaching sessions that support LEA development of data collection systems to track and enhance GYO programming*	As proposed	Two weeks after receipt of comments from IES
	4.1.9.1	Concept paper for support efforts to align high school and college math to increase postsecondary readiness*	As proposed	Two weeks after receipt of comments from IES
	4.1.10.1	Concept paper for bring together high school and community college administrators, faculty members and others as identified by the partnership to align math coursework with postsecondary education, career and technical pathways, and other outcomes*	As proposed	Two weeks after receipt of comments from IES
	4.1.11.1	Concept paper for learning about and applying research-based tools and processes to understand and strengthen the implementations of promising math innovations*	As proposed	Two weeks after receipt of comments from IES
	4.1.12.1	Concept paper for TCTS scaling webinar series*	As proposed	Two weeks after receipt of comments from IES
	4.1.13.1	Concept paper for assessment literacy training for teachers*	As proposed	Two weeks after receipt of comments from IES
	4.1.14.1	Concept paper for technical support to build SD DOE's data capacity to examine the early intervention practice fidelity data it collects and to understand classroom instruction as it relates to preschool children with disabilities*	As proposed	Two weeks after receipt of comments from IES
	4.1.15.1	Concept paper for additional TCTS activities	As proposed	Two weeks after receipt of comments from IES
4.2	4.2.1	Memo outlining how the "Ask an Expert" service will be implemented	n.a.	4/21/2022
	4.2.2	Memo summarizing "Ask an Expert" meeting	n.a.	5 working days after each meeting with the requestor

**Task 5. Applied Research and Peer Reviewed Research-based Development Projects**

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
<b>Task lead: Phil Gleason</b>				
5.1	5.1.1.1	Concept Paper for Assessing the Relationship Between Schools' Equity Strategies and Educational Equity for Black Students in Denver Public Schools	Submitted with the proposal	3/31/2022
	5.1.1.2	Proposal for Assessing the Relationship Between Schools' Equity Strategies and Educational Equity for Black Students in Denver Public Schools	May 2022	Two weeks after receipt of comments from IES
	5.1.1.3	Notice of IRB approval or exemption	n.a.	June 2022
	5.1.1.4	Data management plan	n.a.	February 2023
	5.1.1.5	Data sharing agreement or MOU	n.a.	July 2022
	5.1.2.1	Concept Paper for study to document the teacher pipeline (from recruitment through retention) *	As proposed	Two weeks after receipt of comments from IES
	5.1.3.1	Concept Paper for study of implementation and outcomes of existing district CTE pathways*	As proposed	Two weeks after receipt of comments from IES
	5.1.4.1	Concept Paper for applied research study examining experiences of early-career and teachers of color through a series of focus groups and a survey*	As proposed	Two weeks after receipt of comments from IES
	5.1.5.1	Concept Paper for applied research study to examine how well students' early reading scores predict whether they are on track to be proficient readers by the end of third grade*	As proposed	Two weeks after receipt of comments from IES
	5.1.6.1	Concept Paper for outcomes study of kindergartners who had received services when younger*	As proposed	Two weeks after receipt of comments from IES
	5.1.7.1	Concept papers for additional applied research studies	As proposed	Two weeks after receipt of comments from IES
5.2	5.2.1.1	Proposal for toolkit to Support Evidence-based Algebra Instruction in Middle and High School	Submitted with proposal	3/31/2022
5.3	5.3.1.1	Concept paper	As needed	Two weeks after receipt of comments from IES
	5.3.1.2	Proposal for intervention	As proposed	Two weeks after receipt of comments from IES
	5.3.1.3	Periodic summary of development, usability testing, and modifications made to intervention	As proposed	Two weeks after receipt of comments from IES
	5.3.1.4	Intervention	As proposed	Two weeks after receipt of

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
	5.3.1.5	Summary of revisions to intervention based on efficacy evaluation results	As needed	comments from IES Two weeks after receipt of comments from IES
5.4	5.4.1.1	Concept paper	As needed	Two weeks after receipt of comments from IES
	5.4.1.2	Proposal for tool	As proposed	Two weeks after receipt of comments from IES
	5.4.1.3	Tool	As proposed	Two weeks after receipt of comments from IES
5.5	5.5.1.1	Concept paper	As needed	Two weeks after receipt of comments from IES
	5.5.1.2	Proposal	As proposed	Two weeks after receipt of comments from IES
	5.5.1.3	Study review(s), peer reviewed by WWC contractor if reviewed using WWC standards	As proposed	Two weeks after receipt of comments from IES
	5.5.1.4	Summary memo and/or associated materials for partners/stakeholders	As proposed	Two weeks after receipt of comments from IES
5.6	5.6.1.1	Concept paper	As needed	Two weeks after receipt of comments from IES
	5.6.1.2	Proposal	As proposed	Two weeks after receipt of comments from IES
	5.6.1.3	Notice of IRB approval or exemption	As proposed	Two weeks after receipt of comments from IES
	5.6.1.4	Data Management Plan (if applicable to the study)	As proposed	Two weeks after receipt of comments from IES
	5.6.1.5	OMB clearance package (if applicable to the study)	As proposed	Two weeks after receipt of comments from IES
	5.6.1.6	Data sharing agreement or memorandum of understanding (optional)	As proposed	Two weeks after receipt of comments from IES
	5.6.1.7	Applied research written product	As proposed	Two weeks after receipt of comments from IES
<b>Task 6. Dissemination</b>				

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
<b>Task lead: Joanne Pfleiderer</b>				
6.1	6.1.1.1	Complete initial website templates	n.a.	4/24/2022
	6.1.2.1	Quarterly website updates	n.a.	3/31/2022
	6.1.2.2			6/30/2022
	6.1.2.3			9/31/2022
	6.1.2.4			12/31/2022
	6.1.2.5			3/31/2023
	6.1.2.6			6/30/2023
	6.1.3.1	Website content templates	n.a.	2 weeks after the event or product is released and as proposed for blogs and newsletters
6.2	6.2.1	Draft brochure to Introduce REL Central and our partnership with Standing Rock*	As proposed	n.a.
	6.2.1	Final brochure to Introduce REL Central and our partnership with Standing Rock*	n.a.	4 weeks after receipt of comments from IES
	6.2.2	Draft fact sheet to summarize evidence on culture-based education and effective models of professional development to incorporate culture in instruction, focusing on Tribal communities*	As proposed	n.a.
	6.2.2	Final fact sheet to summarize evidence on culture-based education and effective models of professional development to incorporate culture in instruction, focusing on Tribal communities*	n.a.	4 weeks after receipt of comments from IES
	6.2.3	Draft fact sheet on conducting participatory research using the Indigenous Evaluation Framework*	As proposed	n.a.
	6.2.3	Final fact sheet on conducting participatory research using the Indigenous Evaluation Framework*	n.a.	4 weeks after receipt of comments from IES
	6.2.4	Draft infographic on the implementation and outcomes of CTE pathway participation*	As proposed	n.a.
	6.2.4	Final infographic on the implementation and outcomes of CTE pathway participation*	n.a.	4 weeks after receipt of comments from IES
	6.2.5	Draft fact sheet on how Kansas districts are implementing IPS, and evidence-based practice related to postsecondary success*	As proposed	n.a.
	6.2.5	Final fact sheet on how Kansas districts are implementing IPS, and evidence-based practice related to postsecondary success*	n.a.	4 weeks after receipt of comments from IES
	6.2.6.1	Video storyboard and script on how Kansas	As	4 weeks after

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
		districts are implementing IPS, and evidence-based practice related to postsecondary success*	proposed	receipt of comments from IES
	6.2.6.2	Video on how Kansas districts are implementing IPS, and evidence-based practice related to postsecondary success*	n.a.	As proposed
	6.2.7	Draft Infographic on the impacts of math innovations that show promise in accelerating math learning in North Dakota*	As proposed	n.a.
	6.2.7	Final Infographic on the impacts of math innovations that show promise in accelerating math learning in North Dakota*	n.a.	4 weeks after receipt of comments from IES
	6.2.8	Draft fact sheet on how South Dakota is implementing evidence-based practices in early learning*	As proposed	n.a.
	6.2.8	Final fact sheet on how South Dakota is implementing evidence-based practices in early learning*	n.a.	4 weeks after receipt of comments from IES
	6.2.9.1	Video storyboard and script on how South Dakota is implementing evidence-based practices in early learning*	As proposed	4 weeks after receipt of comments from IES
	6.2.9.2	Video on how South Dakota is implementing evidence-based practices in early learning*	n.a.	As proposed
	6.2.10	Draft infographic to increase knowledge at evidence-based practices to support students' readiness for postsecondary math*	As proposed	n.a.
	6.2.10	Final infographic to increase knowledge at evidence-based practices to support students' readiness for postsecondary math*	n.a.	4 weeks after receipt of comments from IES
	6.2.11	Draft additional infographics, fact sheets, and materials	As needed	n.a.
	6.2.11	Final additional infographics, fact sheets, and materials	n.a.	4 weeks after receipt of comments from IES
	6.2.12	Concept papers for additional dissemination materials	As needed	2 weeks after receipt of comments from IES
6.3	6.3.1.1	Agenda and materials for webinar to summarize the BEP strategies that schools are using to improve equity for Black students, and research associated with those strategies*	As proposed	2 weeks before event
	6.3.1.2	Stakeholder feedback survey for webinar to summarize the BEP strategies that schools are using to improve equity for Black students, and research associated with those strategies*	n.a.	4 weeks after event

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
	6.3.1.3	Webinar video, keywords, and description for YouTube page*	n.a.	4 weeks after event
	6.3.1.4	Summary of webinar to summarize the BEP strategies that schools are using to improve equity for Black students, and research associated with those strategies*	n.a.	4 weeks after event
	6.3.1.5	Webinar questions and answers document*	n.a.	4 weeks after event
	6.3.2.1	Agenda and materials for first webinar to support understanding of research related to teacher diversity*	As proposed	2 weeks before event
	6.3.2.2	Stakeholder feedback survey for first webinar to support understanding of research related to teacher diversity*	n.a.	4 weeks after event
	6.3.2.3	Webinar video, keywords, and description for YouTube page*	n.a.	4 weeks after event
	6.3.2.4	Summary of first webinar to support understanding of research related to teacher diversity*	n.a.	4 weeks after event
	6.3.2.5	Webinar questions and answers document*	n.a.	4 weeks after event
	6.3.3.1	Agenda and materials for second webinar to support understanding of research related to teacher diversity*	As proposed	2 weeks before event
	6.3.3.2	Stakeholder feedback survey for second webinar to support understanding of research related to teacher diversity*	n.a.	4 weeks after event
	6.3.3.3	Webinar video, keywords, and description for YouTube page*	n.a.	4 weeks after event
	6.3.3.4	Summary of second webinar to support understanding of research related to teacher diversity*	n.a.	4 weeks after event
	6.3.3.5	Webinar questions and answers document*	n.a.	4 weeks after event
	6.3.4.1	Agenda and materials for panel discussion on evidence-based resources designed to improve school climate and build a strong professional school culture*	As proposed	2 weeks before event
	6.3.4.2	Stakeholder feedback survey for panel discussion on evidence-based resources designed to improve school climate and build a strong professional school culture*	n.a.	4 weeks after event
	6.3.4.3	Webinar video, keywords, and description for YouTube page*	n.a.	4 weeks after event
	6.3.4.4	Summary of panel discussion on evidence-based resources designed to improve school climate and build a strong professional school culture*	n.a.	4 weeks after event
	6.3.4.5	Webinar questions and answers document*	n.a.	4 weeks after event

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Task	Deliverable number	Deliverable Name	Draft Due Date	Final Due date
	6.3.5.1	Agenda and materials for Webinar to support implementation of Practice Guide recommendations and instructional materials*	As proposed	2 weeks before event
	6.3.5.2	Stakeholder feedback survey for Webinar to support implementation of Practice Guide recommendations and instructional materials*	n.a.	4 weeks after event
	6.3.5.3	Webinar video, keywords, and description for YouTube page*	n.a.	4 weeks after event
	6.3.5.4	Summary of Webinar to support implementation of Practice Guide recommendations and instructional materials*	n.a.	4 weeks after event
	6.3.5.5	Webinar questions and answers document*	n.a.	4 weeks after event
	6.3.6	Proposal for additional events or conference presentations	As needed	2 weeks after receipt of comments from IES
6.4	6.4.1.1	Newsletter	n.a.	At least quarterly; 4 weeks before scheduled release
6.5	6.5.1.1	Blog	n.a.	As proposed; at least 4 weeks before scheduled release
6.6	6.6.1.1	Social media posts	n.a.	As proposed
6.7	6.7.1.1	Proposal	As proposed	4 weeks after receipt of comments from IES
	6.7.1.2	Video storyboard and script	As proposed	4 weeks after receipt of comments from IES
	6.7.1.3	Video	As proposed	4 weeks after receipt of comments from IES
	6.7.1.4	Final 508-compliant video	n.a.	Within 2 weeks of approval of video
	6.7.2	Brochure or handout	n.a.	As proposed

Note: Assumes project start date of 2/24/2022.

\*Topics listed here are based on needs-sensing with partners during the development of this proposal and may change as a result of ongoing needs-sensing conversations. Updates will be included in the revised schedule of deliverables submitted as part of monthly progress reports.

**Key Personnel**

Philip Herman- REL Director, Task 2 Lead

Susan Lopez- REL Deputy Director, Task 1 Lead

Stephen Meyer- Task 3 Lead

Virginia Knechtel- Task 4 Lead

Philip Gleason- Task 5 Lead

Joanne Pfleiderer- Task 6 Lead

J.5 COI Plan and Certifications

**Solicitation No. 91990020R0032** Regional Education Laboratory—(Central)

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Attachment E: Conflict of interest

Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal.  
Mathematica

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Wendy M. Smith Certification .....	22

## CONFLICT OF INTEREST PLAN

From its founding in 1968, Mathematica Inc. has maintained high standards for objective research and analysis conducted through rigorous and appropriate methodologies, earning a long-standing reputation for high quality, unbiased policy research and analysis. Critical to maintaining these standards, Mathematica has in place policies addressing conflicts of interest on both the organizational and personal levels and processes for maintaining these standards in the procurement process and flowing them down to subcontractors and consultants. This document presents an overview of the corporate policies and practices addressing conflict of interest concerns.

Mathematica emphasizes the importance of conflict of interest to all employees. When staff join the company, they complete a Conflict of Interest form in which they acknowledge any prior private sector or government employment that may pose limits on their dealings with Mathematica clients. If they fail to disclose a prior or ongoing business relationship that may cause an actual or apparent conflict of interest, they may be subject to corrective action, up to and including termination of their employment. In addition, all staff are required to complete annual training on Mathematica's Code of Business Ethics and Conduct, which includes training on identifying and reporting personal and organizational conflicts of interest. Upon completion of the annual training, all staff must certify that they have read and agree to abide by Mathematica's Code of Business Ethics and Conduct.

Staff are required to notify the senior management of all non-Mathematica business relationships, including equity interests, which pose an actual or potential conflict of interest, whether as an employee, consultant, owner, shareholder, or serving as a member of a board of directors. The company also requires notification when a board member or officer has a family member or someone with a similarly close relationship who is employed in a decision-making position by a vendor, client, or competitor of Mathematica, or who holds a substantial equity position in such a firm or agency. Moreover, certifications are executed annually by directors and officers, which requirement is under the direct oversight of the Chair of the Board, who is external to the Mathematica companies and therefore not an employee or owner of the company.

Mathematica requires its Board of Directors and officers to review annually its conflict of interest policy for officers and directors and to complete and sign a form identifying any apparent or potential conflicts of interest. The policy addresses areas of potential conflict, both actual and apparent, including those areas of interest to immediate family members, specifically addressing outside business interests and relationships, gifts, political activity, and the use of corporate name(s). Board members and officers are prohibited from accepting gifts of cash of any value or any item of significant value from clients or vendors of Mathematica and its subsidiaries. Likewise, board members and officers are not permitted to give gifts of value to clients or vendors. Board members and officers are required to notify the Chair when they receive gifts so that a determination can be made as to whether or not the value is significant.

With regard to political activity, Board members and officers are free to exercise their rights. However, the appearance of a conflict of interest can arise if that political activity suggests or implies Mathematica's involvement or approval of the activity. Mathematica's reputation and the respect it commands in the policy arena are partially the result of Mathematica being steadfastly apolitical. To maintain this reputation and address any actual or apparent conflicts of interest, board members or officers taking an active role in political

activity, such as a campaign for office, are required to notify the Chair, who will determine whether the board member or officer will be required to resign his or her position, take a leave of absence, or sever any conflicting relationships.

Mathematica provides numerous avenues for concerns of conflict of interest to be raised. Staff may report concerns or issues to supervisors, corporate officers, HR staff, any member of Mathematica's Business Ethics and Compliance Committee, the General Counsel or the Research Integrity Officer. In addition, Mathematica employees may also contact a "hot line" operated by an independent third party organization contracted by Mathematica to receive reports or concerns about conflict of interest, ethics, scientific misconduct, or other matters and have those concerns relayed to the responsible corporate officer(s), while protecting the interests of the individual.

In the event that a potential conflict of interest is identified, designated staff evaluate the potential conflict. Should the appearance of or an actual conflict of interest be identified, the necessary mitigating actions, commensurate to the situation, are decided upon and implemented. With regard to project work, once an apparent conflict of interest is identified, Mathematica notifies the Government contracting officer of the potential conflict and the proposed mitigation plan. Mathematica then works with the Government contracting agency to address any additional concerns raised or mitigation requested by the Government.

In its procurement activities, Mathematica takes all appropriate measures for the given action. Subcontracts and consulting agreements contain the provisions required by the prime contract and in keeping with the nature of the work to be performed. Consistent with that which is required of the prime contractor, Mathematica requires conflict of interest certification by its subcontractors and consultants, which it retains as part of its subcontract files and requires periodic review or updating if there is a change in disclosure. In developing the scopes of work for subcontractors, Mathematica's technical staff structure requirements appropriate for the given subcontractor's role, in keeping with Mathematica's research integrity standards and in keeping with the overall methodological concerns of the project.

## **RELEVANT MATHEMATICA CORPORATE POLICIES**

- Code of Business Ethics and Conduct
- Conflict of Interest Policy, Board of Directors and Officers
- Conflict of Interest Policy, Employee Handbook
- Scientific Misconduct Policy
- Procurement Integrity Policy
- Employing Family Members, Employee Handbook

### **CONFLICT OF INTEREST CERTIFICATION**

The Offeror, **Mathematica Inc.**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. **91990020R0032**, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

In the interest of complete transparency, Mathematica is disclosing the following with respect to one of its consultants, Dr. Julie Downing. Dr. Downing is a Professional Learning Coordinator at Educational Service Unit 13, which provides core services, such as staff development, technology, and instructional materials, to individual school districts that Mathematica may provide services to under the proposal contract (Proposal No. 91990019R0003). Under this proposed contract, Dr. Downing's role will be limited to serving as a SME for rural learning.

Mathematica does not believe that Dr. Downing's relationship with ESU 13 would create any potential or actual conflict of interest under this proposed contract that would impair her ability to render impartial, technically sound, and objective assistance or advice, nor would it result in being given an unfair competitive advantage.

The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Offeror's Name:** Mathematica Inc.

**RFP/Contract Number:** 91990020R0032

**Signature:** 

**Title:** Corporate Compliance Officer

**Date:** 03/25/2021

SOLICITATION NO: 91990020R0032

Central Regional Education Association

**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

The Offeror, **[Central Regional Education Association]**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Offeror's Name:** [ Central Regional Education Assocation ]

**RFP/Contract Number:** 91990020R0032

**Signat** 

**Title:** [ Executive Director ]

**Date:** [ 3/19/21 ]

**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

The Offeror, **Format Consulting LLC**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Offeror's Name:** Jaime Thomas, Format Consulting LLC

**RFP/Contract Number:** 91990020R0032

**Signature:** 

**Title:** Founder and CEO

**Date:** 3/23/2021

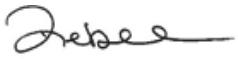
**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

The Offeror, Global Learning Partners Inc., hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Offeror's Name:** Rebecca Kerin-Hutchins

**RFP/Contract Number:** 91990020R0032

**Signature:**



**Title:** Business & Finance Director & Corporate Treasurer

**Date:** February 22, 2021

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SOLICITATION NO: 91990020R0032

KAUFFMAN & ASSOCIATES, INC.

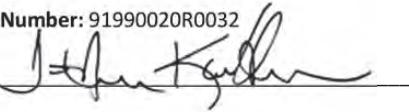
**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

The Offeror, **Kauffman & Associates, Inc.**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Offeror's Name:** Kauffman & Associates, Inc.

**RFP/Contract Number:** 91990020R0032

**Signature:**



**Title:** President

**Date:** March 11, 2021

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#### SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION

The Offeror, **NWEA** hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Offeror's Name:** NWEA

**RFP/Contract Number:** 91990020R0032

**Signature:**  Ari Cohen  
\_\_\_\_\_  
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**Title:** CFO

**Date:** 03/08/2021

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SOLICITATION NO: 91990020R0032

[RESEARCHABOUT CHILDREN OF COLOR IN EARLY EDUCATION]

**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

The Offeror, **RESEARCH ABOUT CHILDREN OF COLOR IN EARLY EDUCATION**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Offeror's Name:** [RESEARCH ABOUT CHILDREN OF COLOR IN EARLY EDUCATION]

**RFP/Contract Number:** 91990020R0032

**Signature:** 

**Title:** CEO/OWNER

**Date:** March 15, 2021

SOLICITATION NO: 91990020R0032

RMC RESEARCH CORPORATION

**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

The Offeror, **RMC Research Corporation**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Offeror's Name:** RMC Research Corporation

**RFP/Contract Number:** 91990020R0032

**Signature:** \_\_\_\_\_



**Title:** Director

**Date:** February 22, 2021

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**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

THE OFFEROR, SAINT LOUIS UNIVERSITY HEREBY CERTIFIES THAT, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THERE ARE NO PRESENT OR CURRENTLY PLANNED INTERESTS (FINANCIAL, CONTRACTUAL, ORGANIZATIONAL, OR OTHERWISE) RELATING TO THE WORK TO BE PERFORMED UNDER THE CONTRACT OR TASK ORDER RESULTING FROM REQUEST FOR PROPOSAL No. 91990020R0032, THAT WOULD CREATE ANY ACTUAL OR POTENTIAL CONFLICT OF INTEREST (OR APPARENT CONFLICTS OF INTEREST) (INCLUDING CONFLICTS OF INTEREST FOR IMMEDIATE FAMILY MEMBERS: SPOUSES, PARENTS, CHILDREN) THAT WOULD IMPINGE ON ITS ABILITY TO RENDER IMPARTIAL, TECHNICALLY SOUND, AND OBJECTIVE ASSISTANCE OR ADVICE OR RESULT IN IT BEING GIVEN AN UNFAIR COMPETITIVE ADVANTAGE. IN THIS CLAUSE, THE TERM "POTENTIAL CONFLICT" MEANS REASONABLY FORESEEABLE CONFLICT OF INTEREST. THE OFFEROR FURTHER CERTIFIES THAT IT HAS AND WILL CONTINUE TO EXERCISE DUE DILIGENCE IN IDENTIFYING AND REMOVING OR MITIGATING, TO THE GOVERNMENT'S SATISFACTION, SUCH CONFLICT OF INTEREST (OR APPARENT CONFLICT OF INTEREST).

**OFFEROR'S NAME:** MATT RENAUD, DIRECTOR, GO CENTER

**RFP/CONTRACT NUMBER:** 91990020R0032

**SIGNATURE:** Matthew A Renaud

**TITLE:** DIRECTOR, GO CENTER

**DATE:** [ ] 03/15/2021

SOLICITATION NO: 91990020R0032

TALLMAN RESEARCH AND EDUCATIONAL DEVELOPMENT

**SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION**

The Offeror, Tallman Research and Educational Development (TRED) hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror's Name: Dr. Tamara Tallman

RFP/Contract Number: 91990020R0032

Signature: Dr. Tamara Tallman

Title: CEO and Owner

Date: February 15, 2021

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**CONSULTANT CONFLICT OF INTEREST CERTIFICATION**

The Consultant, **Barbara Hickman**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Consultant's Name:** Barbara Hickman

**RFP/Contract Number:** 91990020R0032

**Signature:** 

**Title:** Dr.

**Date:** Feb 17, 2021

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**CONSULTANT CONFLICT OF INTEREST CERTIFICATION**

The Consultant, Christopher W. Fried, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Consultant's Name:** Christopher W. Fried

**RFP/Contract Number:** 91990020R0032

DocuSigned by:

**Signature:**  \_\_\_\_\_

**Title:** Director of Teacher Education for Sitting Bull College

**Date:** 2/12/2021

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SOLICITATION NO: 91990020R0032

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**CONSULTANT CONFLICT OF INTEREST CERTIFICATION**

The Consultant, [Cynthia Lane hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Consultant's Name: Dr. Cynthia Lane

RFP/Contract Number: 91990020R0032

Signature: 

Title: CEO, Evolve Education Leadership Consulting LLC

Date: 3/2/21

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SOLICITATION NO: 91990020R0032

**CONSULTANT CONFLICT OF INTEREST CERTIFICATION**

The Consultant, Jon R. Star, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Consultant's Name:** Jon R. Star

**RFP/Contract Number:** 91990020R0032

**Signature:** Jon R. Star

**Title:** Professor of Education

**Date:** February 12, 2021

SOLICITATION NO: 91990020R0032

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**CONSULTANT CONFLICT OF INTEREST CERTIFICATION**

The Consultant, Dr.Julie Downing, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means a reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest). **This work will be performed when the consultant is not on contract with ESU13, nor will the work directly with ESU13's twenty-one school districts as a consultant for this contract (Request for Proposal No. 91990020R0032).**

**Consultant's Name:** [ Dr. Julie Downing ]

**RFP/Contract Number:** 91990020R0032

**Signature:** Dr. Julie Downing

**Title:** [Consultant]

**Date:** [February 16, 2021 ]

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**CONSULTANT CONFLICT OF INTEREST CERTIFICATION**

The Consultant, **Kristen Davidson**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Consultant's Name:** Kristen Davidson

**RFP/Contract Number:** 91990020R0032

**Signature:** Kristen Davidson

**Title:** Research Associate

**Date:** 2/24/21

SOLICITATION NO: 91990020R0032

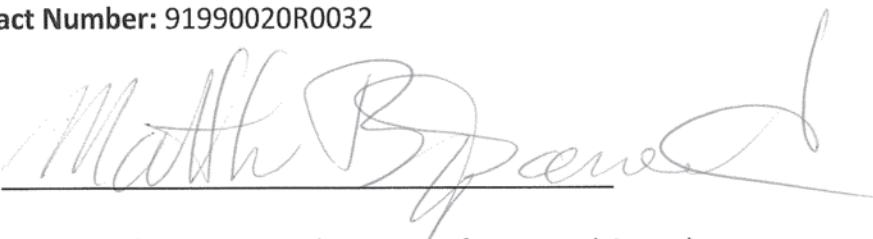
### CONSULTANT CONFLICT OF INTEREST CERTIFICATION

The Consultant, **Matthew Beyranevand**, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Consultant's Name:** [Matthew Beyranevand ]

**RFP/Contract Number:** 91990020R0032

**Signature:**



**Title:** Mathematics Education Coordinator, Professor, and Consultant

**Date:** April 1, 2021

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**CONSULTANT CONFLICT OF INTEREST CERTIFICATION**

The Consultant, Wendy M. Smith, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 91990020R0032, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

**Consultant's Name:** Wendy M. Smith

**RFP/Contract Number:** 91990020R0032

*Wendy M. Smith*  
**Signature:** \_\_\_\_\_

**Title:** Research Professor

**Date:** February 24, 2021





**UNITED STATES DEPARTMENT OF EDUCATION**  
*Office of Finance and Operations*  
*Contracts and Acquisitions Management*

***Modification to Revise Clause 3452.204—72 Contractor Security Vetting Requirements***  
***91990022C0015***

**MEMORANDUM**

Date: April 5, 2022  
To: Contract File  
From: Katie Opper, Contract Specialist  
Contract Number: 91990022C0015  
Contractor: Mathematica, Inc.  
Modification Amount: \$0.00  
Total Contract Amount: \$23,493,916.08  
FY22 AP Tracking Codes:  
Contract Type: Cost Plus Fixed Fee

**Contract Background:**

This contract (91990022C0015), Regional Education Laboratories (REL) Central was awarded on March 2, 2022 to Mathematica. This cost plus fixed fee contract supports the REL activities in applied research, Training, Coaching, and Technical Support for Use of Research, and dissemination.

**Purpose:**

The purpose of this modification is to revise clause 3452.204-72 Contractor Security Vetting Requirements to the following positions:

**High:** none

**Moderate:**

Corporate Security Liaison  
Director  
Deputy Director  
Principal Investigator I  
Researcher I  
Technical Assistance Specialist I  
Dissemination Specialist I

**Low:**

Researcher II  
Technical Assistance Specialist II  
Dissemination Specialist II

Program Assistant I

**Authority:**

All Changes are made as a Supplemental Agreement under the authority of FAR 52.243-2 Changes – Cost Reimbursement.

**Funding:**

There are no funding requirements for this modification.

**Scope of Work:**

This modification does not affect the scope of work.

Approved By:



Joseph Gibbs  
Contracting Officer

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1      6
2. AMENDMENT/MODIFICATION NUMBER  91990022C0015P00001	3. EFFECTIVE DATE  APR 11, 2022	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER ( <i>If applicable</i> )	
6. ISSUED BY US Dept of ED-550 12th Street SW - Room 7169 Washington DC 20065	CODE CAMPCP	7. ADMINISTERED BY ( <i>If other than Item 6</i> )  See Block 6	CODE	
8. NAME AND ADDRESS OF CONTRACTOR ( <i>Number, street, county, State and ZIP Code</i> ) MATHEMATICA INC. 600 ALEXANDER PARK SUITE 100 PRINCETON NJ 08540			UEI: T41GEAK2L35 DUNS: 154308522 Cage Code: 1EFX9	(X) 9A. AMENDMENT OF SOLICITATION NUMBER  9B. DATED ( <i>SEE ITEM 11</i> )
				X 10A. MODIFICATION OF CONTRACT/ORDER NUMBER 91990022C0015  10B. DATED ( <i>SEE ITEM 13</i> )
CODE 00000011	FACILITY CODE	MAR 02, 2022		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (*If required*) Modification Amount: \$0.00  
Modification Obligated Amount: \$0.00  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

- |                                     |  |
|-------------------------------------|--|
| CHECK ONE                           | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( <i>Specify authority</i> ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.   |
| <input type="checkbox"/>            | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( <i>such as changes in paying office, appropriation data, etc.</i> ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>FAR 52.243-2 Changes - Cost Reimbursement  |
| <input type="checkbox"/>            | D. OTHER ( <i>Specify type of modification and authority</i> )   |

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The purpose of this modification is to revise clause 3452.204-72 Contractor Security Vetting Requirements. Please see attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )  Pamela L. Tapscott Vice President of Contract Operations	16A. NAME AND TITLE OF CONTRACTING OFFICER ( <i>Type or print</i> )  Joseph Gibbs, contract specialist 202-245-6016 Joseph.Gibbs@ed.gov		
15B. CONTRACTOR/OFFEROR  <b>Pamela L. Tapscott</b>  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED  4-12-22	16B. UNITED STATES OF AMERICA  <b>Joseph Gibbs</b>  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED  APR 11, 2022

Previous edition unusable

**STANDARD FORM 30** (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

**ED 002539**

The purpose of this modification is to revise clause 3452.204-72 Contractor Security Vetting Requirements to the following positions:

**High:** none

**Moderate:**

Corporate Security Liaison  
Director  
Deputy Director  
Principal Investigator I  
Researcher I  
Technical Assistance Specialist I  
Dissemination Specialist I

**Low:**

Researcher II  
Technical Assistance Specialist II  
Dissemination Specialist II  
Program Assistant I

Except as provided herein, all other terms and conditions of contract 91990022C0015 remain unchanged and in full force and effect.

**Contractor Statement of Release**

In consideration of the modification agreed to herein as complete Equitable Adjustments, the contractor hereby releases the Government from any and all liability under this contract for further adjustments attributable to such facts or circumstances giving rise to this change.

## SCHEDULE Continued

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Document 46-14

Filed 06/24/25

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contracting Officer: Joseph Gibbs, 202-245-6016, Joseph.Gibbs@ed.gov</p> <p>Primary Contracting Officer Representative: Amy Johnson, 202-208-7849, amy.johnson@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Elizabeth Nolan, 312-730-1532, Elizabeth.Nolan@ed.gov</p> <p>Primary Technical Point of Contact: Lauren Angelo, 202-219-2180, Lauren.Angelo@ed.gov</p> <p>Alternate Technical Point(s) of Contact: None</p>				

ED 002541

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<b>SECTION I CONTRACT CLAUSES.....</b>	<b>5</b>
I.1 3452.204-72 DEVIATION (JUN 2021) Contractor Security Vetting Requirements. (DEVIATION) (JUN 2021) .....	5

**SECTION I**  
**CONTRACT CLAUSES**

I.1 3452.204-72 DEVIATION (JUN 2021) Contractor Security Vetting Requirements. (DEVIATION) (JUN 2021)

(a) The contractor and its subcontractors shall comply with Department of Education personnel, cyber, privacy, security policy requirements as set forth in Contractor Security Vetting Requirements at <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) Contractor employees who will have access to proprietary or sensitive ED information including Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h), ED IT systems, contractor systems operated with ED data or interfacing with ED systems, ED facilities or space, and/or perform duties in a school or in a location where children are present, must undergo a personnel security screening and a receive favorable determination and are subject to reinvestigation as described in the Contractor Vetting Security Requirements. Compliance with the Contractor Vetting Security Requirements, as amended, is required.

(c) The type of security investigation required to commence work on an ED contract is dictated by the position designation determination assigned by ED. All ED contractor positions are designated commensurate with their position risk/sensitivity, in accordance with Title 5 Code of Federal Regulations (5 CFR 731.106) and OPMs Position Designation Tool (PDT) located at: <https://pdt.nbis.mil/>. The position designation determines the risk level and the corresponding level of background investigations required.

(d) The contractor shall comply with all contractor position designations established by ED.

(e) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR):	[N/A ]
Moderate Risk (MR):	[Corporate Security Liaison
Director	
Deputy Director	
Principal Investigator I	
Researcher I	
Technical Assistance Specialist I	
Dissemination Specialist I	
]	
Low Risk (LR):	[Researcher II
Technical Assistance Specialist II	
Dissemination Specialist II	
Program Assistant I	
]	

(f) For performance-based contracts where ED has not identified required labor categories for contractor positions, ED considers the risk sensitivity of the services to be performed and the access to ED facilities and systems that will be required during performance, to determine the uniform contractor position risk level designation for all contractor employees who will be providing services under the contract. The uniform contractor position risk level designation applicable to this performance-based contract is:

[N/A ]

(g) Only U.S. citizens will be eligible for employment on contracts requiring a Moderate Risk/Public Trust, High Risk/Public Trust, or a National Security designation.

(h) Permanent resident aliens may be eligible for employment on contracts requiring Low Risk/ Public Trust access.

(i) An approved waiver, in accordance with Contractor Vetting Security Requirements is required for any exception to the requirements of paragraphs (g) and (h) above.

(j) The Contractor shall-

- (1) Comply with the Principal Office (PO) processing requirements for personnel security screening,
- (2) Ensure that no contractor employee is placed in a higher risk position than for which he or she is approved,
- (3) Ensure contractor employees submit required security forms for reinvestigation in accordance with the timeframes set forth in the Contractor Vetting Security Requirements,
- (4) Report to the COR any information (i.e., personal conduct, criminal conduct, financial difficulties, etc.) that would raise a concern about the suitability of a contractor or whether a

contractor employees continued employment would promote the efficiency of the service or violate the public trust,

(5) Protect sensitive and Privacy Act-protected, including Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h), from unauthorized access, use or misuse by its contractor employees, prevent unauthorized access by others, and report any instances of unauthorized access, use or misuse to the COR,

(6) Report to the COR within two business days any removal of a contractor employee from a contract; or within one business day if removed for cause,

(7) Upon the occurrence of any of the events listed under paragraph (b) of FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel, return a PIV ID to the COR within seven business days of the contractor employees departure; and

(8) Report to the COR any change to job activities that could result in a change in the contractor employees position or the need for increased security access.

(k) Failure to comply with any of the personnel security requirements, set forth in Contractor Security Vetting Requirements at <http://www.ed.gov/fund/contract/about/bsp.html>, may result in a termination of the contract for default or cause.

(End of Clause)



UNITED STATES DEPARTMENT OF EDUCATION  
*Office of the Chief Financial Officer*  
*Contracts and Acquisitions Management*

## MEMORANDUM TO THE FILE

<b>Date:</b>	August 9, 2022
<b>To:</b>	File
<b>From:</b>	Katie Opper, Contract Specialist
<b>Contract Number:</b>	REL Central: 91990022C0015
<b>Tracking Number:</b>	IESP220108BT
<b>Subject:</b>	Incremental Funding and Other Miscellaneous Changes
<b>Contractor:</b>	Mathematica
<b>Exercised Amount:</b>	\$120,212.00
<b>Modification Number:</b>	P00002

### Background

The Education Sciences Reform Act (ESRA) requires that the Department operate ten Regional Educational Laboratories (REL). The RELs are contracts by law, and the current REL cohort was awarded in December 2021 with effective dates of January 1, 2022. The contracts will end January 2, 2027. The RELs are charged with three primary goals: (1) conduct applied research and development; (2) design and implement training, coaching, and technical support activities that emphasize building capacity to use data and information to drive change; and (3) disseminate scientifically valid research, evidence-based practices, and supporting materials that allow stakeholders to apply this knowledge to their own practice. The current contract cohort was awarded with multiyear authority and is thus funded in annual increments. Additionally, the current contracts were awarded as Cost-Plus Fixed Fee (CPFF) tasks and subtasks. All travel costs are purely cost reimbursable (CR).

### Authority

Modification P00002 is executed in accordance with the following contract clauses:

Clause 52.243-2 Alternate I: Changes – Cost Reimbursement; FAR 52.232-22 – Limitation of Funds  
 FAR 43.103(a)(3) – Mutual Agreement of the Parties.

### Purpose

The purpose of this modification is to:

- (1) Provide incremental funding in the amount of \$120,212.00
- (2) Incorporate a revised Schedule of Deliverables
- (3) Update EDAR 3452.243-70 Key Personnel replacing Task 6 Lead Joanne Pfleiderer with Kirsten Miller

### **Description of Changes**

- A. Funding in the amount of \$120,212.00 is added – Base Year via Purchase Order number EDOIES-22-000196. Funding applied to this CLIN may be used for work under any task or travel. A copy of the Purchase Requisition can be found in the contract file.
- B. This modification incorporates the updated deliverable schedule into the current contract. A copy of the Schedule of Deliverables is housed in the contract file.
- C. This modification also replaces the Key Personnel Task 6 Lead Joanne Pfleiderer with Kirsten Miller.

### **Funding**

The total cost of this action is \$120,212 via Purchase Requisition Number EDOIES-22-000196

### **Period of Performance**

This modification does not affect the period of performance. The period of performance remains January 3, 2022, through January 2, 2027.

### **Synopsis**

There is no requirement for synopsizing this action; Federal Acquisition Regulations (FAR) 5.202(a)(11) – the proposed contract action is made under the terms of an existing contract that was previously synopsized in sufficient detail to comply with the requirements of FAR 5.207 - Preparation and transmittal of synopses, with respect to the current proposed contract action.

### **Scope of Work**

This modification does not affect the scope of work when compared to the original contract. There are no changes that would affect the field of competition nor are these changes that were not reasonably contemplated when the parties entered into the agreement. This modification does not add or subtract fundamental elements of the work originally contracted.

### **Recommendation**

Based on the forgoing, it is hereby determined that it is in the best interest of the Government to proceed with modification P00002. It is therefore recommended that incremental funding be added, revised Schedule of Deliverables, and revised key personnel be adopted into Contract Number 91990022C0015.

 Recoverable Signature

X Joseph Gibbs

Joseph Gibbs  
Contracting Officer  
Signed by: Joseph Gibbs



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES
					1 13
2. AMENDMENT/MODIFICATION NUMBER  91990022C0015P00002		3. EFFECTIVE DATE  AUG 09, 2022	4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER <i>(If applicable)</i>
6. ISSUED BY US Dept of ED-550 12th Street SW - Room 7169 Washington DC 20065		CODE  CAMPCP	7. ADMINISTERED BY <i>(If other than Item 6)</i>  See Block 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i> MATHEMATICA INC. 600 ALEXANDER PARK SUITE 100 PRINCETON NJ 08540			UEI: T41EGEAK2L35  DUNS: 00000011  Cage Code: 1EFX9	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
					9B. DATED <i>(SEE ITEM 11)</i>
				X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 91990022C0015
					10B. DATED <i>(SEE ITEM 13)</i>  MAR 02, 2022
CODE 00000011	FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Modification Amount: \$120,212.00

Modification Obligated Amount: \$120,212.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.</b>	
<b>CHECK ONE</b>	<p>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.</p> <p><input type="checkbox"/></p> <p>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</p> <p><input type="checkbox"/></p> <p><b>X</b> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Alternate I; FAR 43.103(a)(3)</p> <p><input type="checkbox"/></p> <p>D. OTHER (Specify type of modification and authority)</p>

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION** (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  Toyin Tomori Director, Contract Administration		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Joseph Gibbs, contract specialist 202-245-6016 Joseph.Gibbs@ed.gov		
15	Digitally signed by Toyin Tomori Date: 2022.08.12 12:25:52  s'04'00'	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Joseph Gibbs  Digitally signed by Joseph Gibbs Date: 2022.08.15 08:33:52 -04'00'  (Signature of Contracting Officer)	16C. DATE SIGNED  AUG 09, 2022

The purpose of this modification is to:

- (1) Provide incremental funding in the amount of \$120,212.00
- (2) Incorporate a revised Schedule of Deliverables
- (3) Update EDAR 3452.243-70 Key Personnel replacing Task 6 Lead Joanne Pfleiderer with Kirsten Miller

**Contractor Statement of  
Release**

In consideration of the modification agreed to herein as complete Equitable Adjustments, the contractor hereby releases the Government from any and all liability under this contract for further adjustments attributable to such facts or circumstances giving rise to this change.

## SCHEDULE Continued

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>Contracting Officer: Joseph Gibbs, 202-245-6016, Joseph.Gibbs@ed.gov</p> <p>Primary Contracting Officer Representative: Amy Johnson, 202-208-7849, amy.johnson@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Elizabeth Nolan, 312-730-1532, Elizabeth.Nolan@ed.gov</p> <p>Primary Technical Point of Contact: Lauren Angelo, 202-219-2180, Lauren.Angelo@ed.gov</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>(New Line Item)</p> <p>Regional Educational Laboratories (REL) Central Base Year</p> <p>Accounting and Appropriation Data: 1100M2022.B.2022.ER000000.RL2.2550A.000.117. 0000.000000 \$120,212.00</p> <p>Period of Performance: 01/02/2022 to 01/01/2023</p> <p>Pricing Option: Cost-Plus-Fixed-Fee</p>	1.00	SE	120,212.00	120,212.00

**ED 002550**

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<b>SECTION J LIST OF ATTACHMENTS.....</b>	<b>6</b>
J.1 Attachment B- Deliverable Schedule.....	6

**SECTION H****SPECIAL CONTRACT REQUIREMENTS**

Director, Deputy Director, Task 3 Lead, Task 4 Lead, Task 5 Lead, Task 6 Lead

**H.1 3452.243-70 KEY PERSONNEL (MAY 2011)**

(a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

(b) The following personnel have been identified as Key Personnel in the performance of this contract:

Labor Category	Name
Philip Herman-	REL Director, Task 2 Lead
Susan Lopez-	REL Deputy Director, Task 1 Lead
Stephen Meyer-	Task 3 Lead
Virginia Knechtel-	Task 4 Lead
Philip Gleason-	Task 5 Lead
Kirsten Miller -	Task 6 Lead

(End of Clause)

**SECTION J**  
**LIST OF ATTACHMENTS**

J.1 Attachment B- Deliverable Schedule

REL Central Deliverables Schedule

Subtask	Deliverable number	Deliverable Name	Due date
1.1	1.1.0	Redacted proposal	3/11/2022
1.1	1.1.1	Summary of REL Kickoff Meeting	4/14/2022
1.2	1.2.1.01	Biweekly/Bimonthly call agenda (3/16/22)	3/14/2022
1.2	1.2.1.02	Biweekly/Bimonthly call summary memo (3/16/22)	3/23/2022
1.2	1.2.1.03	Biweekly/Bimonthly call agenda (3/29/22)	3/25/2022
1.2	1.2.1.04	Biweekly/Bimonthly call summary memo (3/29/22)	4/5/2022
1.2	1.2.1.05	Biweekly/Bimonthly call agenda (4/12/22)	4/8/2022
1.2	1.2.1.06	Biweekly/Bimonthly call summary memo (4/12/22)	4/19/2022
1.2	1.2.1.07	Biweekly/Bimonthly call agenda (4/27/22)	4/25/2022
1.2	1.2.1.08	Biweekly/Bimonthly call summary memo (4/27/22)	5/4/2022
1.2	1.2.1.09	Biweekly/Bimonthly call agenda (5/11/22)	5/9/2022
1.2	1.2.1.10	Biweekly/Bimonthly call summary memo (5/11/22)	5/18/2022
1.2	1.2.1.11	Biweekly/Bimonthly call agenda (5/25/22)	5/23/2022
1.2	1.2.1.12	Biweekly/Bimonthly call summary memo (5/25/22)	6/1/2022
1.2	1.2.1.13	Biweekly/Bimonthly call agenda (6/8/22)	6/6/2022
1.2	1.2.1.14	Biweekly/Bimonthly call summary memo (6/8/22)	6/15/2022
1.2	1.2.1.15	Biweekly/Bimonthly call agenda (6/22/22)	6/20/2022
1.2	1.2.1.16	Biweekly/Bimonthly call summary memo (6/22/22)	6/29/2022
1.2	1.2.1.17	Biweekly/Bimonthly call agenda (7/6/22)	7/1/2022
1.2	1.2.1.18	Biweekly/Bimonthly call summary memo (7/6/22)	7/13/2022
1.2	1.2.1.19	Biweekly/Bimonthly call agenda (7/20/22)	7/18/2022
1.2	1.2.1.20	Biweekly/Bimonthly call summary memo (7/20/22)	7/27/2022
1.2	1.2.1.21	Biweekly/Bimonthly call agenda (8/3/22)	8/1/2022
1.2	1.2.1.22	Biweekly/Bimonthly call summary memo (8/3/22)	8/10/2022
1.2	1.2.1.23	Biweekly/Bimonthly call agenda (8/17/22)	8/15/2022
1.2	1.2.1.24	Biweekly/Bimonthly call summary memo (8/17/22)	8/24/2022
1.2	1.2.1.25	Biweekly/Bimonthly call agenda (8/31/22)	8/29/2022
1.2	1.2.1.26	Biweekly/Bimonthly call summary memo (8/31/22)	9/7/2022
1.2	1.2.1.27	Biweekly/Bimonthly call agenda (9/14/22)	9/12/2022
1.2	1.2.1.28	Biweekly/Bimonthly call summary memo (9/14/22)	9/21/2022
1.2	1.2.1.29	Biweekly/Bimonthly call agenda (9/28/22)	9/26/2022
1.2	1.2.1.30	Biweekly/Bimonthly call summary memo (9/28/22)	10/5/2022
1.2	1.2.1.31	Biweekly/Bimonthly call agenda (10/12/22)	10/10/2022

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## REL Central Deliverables Schedule

Subtask	Deliverable number	Deliverable Name	Due date
1.2	1.2.1.32	Biweekly/Bimonthly call summary memo (10/12/22)	10/19/2022
1.2	1.2.1.33	Biweekly/Bimonthly call agenda (10/26/22)	10/24/2022
1.2	1.2.1.34	Biweekly/Bimonthly call summary memo (10/26/22)	11/2/2022
1.2	1.2.1.35	Biweekly/Bimonthly call agenda (11/9/22)	11/7/2022
1.2	1.2.1.36	Biweekly/Bimonthly call summary memo (11/9/22)	11/16/2022
1.2	1.2.1.37	Biweekly/Bimonthly call agenda (11/23/22)	11/21/2022
1.2	1.2.1.38	Biweekly/Bimonthly call summary memo (11/23/22)	11/30/2022
1.2	1.2.1.39	Biweekly/Bimonthly call agenda (12/7/22)	12/5/2022
1.2	1.2.1.40	Biweekly/Bimonthly call summary memo (12/7/22)	12/14/2022
1.2	1.2.1.41	Biweekly/Bimonthly call agenda (12/21/22)	12/19/2022
1.2	1.2.1.42	Biweekly/Bimonthly call summary memo (12/21/22)	12/28/2022
1.5	1.5.0	Report on the establishment of the Governing Board	4/5/2022
1.5	1.5.1.1	Draft meeting agenda and materials for Governing Board meeting (Spring 2022)	7/15/2022
1.5	1.5.1.2	Final meeting agendas and materials for Governing Board Meeting (Spring 2022)	7/29/2022
1.5	1.5.1.3	Governing Board meeting summary to IES (Spring 2022)	8/19/2022
1.5	1.5.2.1	Draft meeting agenda and materials for Governing Board meeting (Fall 2022)	10/19/2022
1.5	1.5.2.2	Final meeting agendas and materials for Governing Board Meeting (Fall 2022)	11/2/2022
1.5	1.5.2.3	Governing Board meeting summary to IES (Fall 2022)	12/14/2022
1.6	1.6.1.1	Bi-annual Assessment of Progress Report (Draft)	6/17/2022
1.6	1.6.1.2	Bi-annual Assessment of Progress Report (Final)	6/30/2022
1.6	1.6.2.1	Bi-annual Assessment of Progress Report (Draft)	10/3/2022
1.6	1.6.2.2	Bi-annual Assessment of Progress Report (Final)	10/31/2022
1.7	1.7.01	Monthly Progress Report	4/14/2022
1.7	1.7.02	Monthly Progress Report	5/13/2022
1.7	1.7.03	Monthly Progress Report	6/14/2022
1.7	1.7.04	Monthly Progress Report	7/15/2022
1.7	1.7.05	Monthly Progress Report	8/12/2022
1.7	1.7.06	Monthly Progress Report	9/15/2022
1.7	1.7.07	Monthly Progress Report	10/17/2022

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## REL Central Deliverables Schedule

Subtask	Deliverable number	Deliverable Name	Due date
1.7	1.7.08	Monthly Progress Report	11/15/2022
1.7	1.7.09	Monthly Progress Report	12/14/2022
1.8	1.8.1	Quarterly performance reporting (2022 Q3)	6/28/2022
1.8	1.8.2	Quarterly performance reporting (2022 Q4)	9/30/2022
1.8	1.8.3	Quarterly performance reporting (2023 Q1)	12/31/2022
1.9	1.9.1	Submission of security documents for low- and moderate-level clearances	3/15/2022
1.9	1.9.2.1	Quarterly Cybersecurity Training	6/1/2022
1.9	1.9.2.2	Quarterly Cybersecurity Training	9/1/2022
1.9	1.9.2.3	Quarterly Cybersecurity Training	12/1/2022
2.1	2.1	REL planned partnerships and projects on the topic of teacher workforce	7/8/2022
2.1	2.1.1.1	Teacher workforce leadership area meeting #1 agenda and materials	8/31/2022
2.1	2.1.1.2	Teacher workforce meeting #1 summary	9/28/2022
2.1	2.1.2.1	Teacher workforce leadership area meeting #2 agenda and materials	11/16/2022
2.1	2.1.2.2	Teacher workforce meeting #2 summary	12/14/2022
2.3	2.3.1	Signed letter(s) of intent with each regional Comprehensive Center in REL region	5/30/2022
2.3	2.3.2.1	Joint needs sensing summary memo	1/31/2023
2.3	2.3.2.2	Joint needs sensing summary meeting minutes	4/3/2023
2.3	2.3.3	REL CE NAEPS Region 4 Slide Deck	4/20/2022
3.1	3.1.1	Partnership Proposal: Identifying promising approaches for student-centered math instruction in Denver Public Schools	6/17/2022
3.1	3.1.2	Partnership proposal: Strengthening culture-based education in Standing Rock	6/1/2022
3.1	3.1.3	Partnership proposal: Teacher diversity in Colorado	8/31/2022
3.1	3.1.4	Partnership proposal: Supporting postsecondary and workforce readiness of students in Kansas	7/15/2022
3.1	3.1.5	Partnership proposal: Teacher retention in Missouri	7/29/2022
3.1	3.1.6	Partnership proposal: Mitigating teacher shortages in Wyoming	8/31/2022
3.1	3.1.7	Partnership proposal: Accelerating math achievement in North Dakota	8/31/2022
3.1	3.1.8	Partnership proposal: Supporting elementary readers in Nebraska	10/31/2022
3.1	3.1.9	Partnership proposal: South Dakota TBD partnership	10/31/2022
3.2	3.2.1.1	Quarterly partnership meeting agenda and materials: DPS Student-centered approach to mathematics instruction	9/30/2022

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## REL Central Deliverables Schedule

Subtask	Deliverable number	Deliverable Name	Due date
3.2	3.2.1.2	Quarterly partnership meeting agenda and materials: DPS Student-centered approach to mathematics instruction	12/31/2022
3.2	3.2.2	Stakeholder Feedback Survey of partners	12/2/2022
3.2	3.2.2.1	Quarterly partnership meeting agenda and materials: Strengthening culture-based math education in Standing Rock	9/30/2022
3.2	3.2.2.2	Quarterly partnership meeting agenda and materials: Strengthening culture-based math education in Standing Rock	12/31/2022
3.2	3.2.3.1	Quarterly partnership meeting agenda and materials: Teacher diversity in Colorado	12/30/2022
3.2	3.2.4.1	Quarterly partnership meeting agenda and materials: Supporting postsecondary and workforce readiness of students in Kansas	12/30/2022
3.2	3.2.5.1	Quarterly partnership meeting agenda and materials: Teacher retention in Missouri	11/30/2022
3.2	3.2.6.1	Quarterly partnership meeting agenda and materials: Mitigating teacher shortages in Wyoming	12/31/2022
3.2	3.2.7.1	Quarterly partnership meeting agenda and materials: Accelerating math achievement in North Dakota	12/30/2022
3.2	3.2.8.1	Quarterly partnership meeting agenda and materials: Supporting elementary readers in Nebraska	12/30/2022
3.2	3.2.9.1	Quarterly partnership meeting agenda and materials: South Dakota TBD partnership	12/31/2022
4.1	4.1.1.1	Project concept paper: Identifying promising approaches for student-centered math instruction in Denver Public Schools	8/19/2022
4.1	4.1.1.2	Project proposal: Identifying promising approaches for student-centered math instruction in Denver Public Schools	10/21/2022
4.1	4.1.1.3	DPS Identifying promising approaches for student-centered math instruction coaching session 1 materials	11/30/2022
4.1	4.1.10.1	Project concept paper: NE TBD project	12/30/2022
4.1	4.1.2.1	Project concept paper: Standing Rock Developing culture-based math modules and professional learning	7/15/2022
4.1	4.1.2.2	Project proposal: Standing Rock Developing culture-based math modules and professional learning	9/16/2022

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## REL Central Deliverables Schedule

Subtask	Deliverable number	Deliverable Name	Due date
4.1	4.1.2.3	Standing Rock Developing culture-based math modules and professional coaching session #1 materials	9/23/2022
4.1	4.1.2.4	Standing Rock Developing culture-based math modules and professional coaching session #2 materials	11/18/2022
4.1	4.1.3.1	Project concept paper: Planning for, implementing, and learning from the pilot of the culture-based math modules in Standing Rock	11/4/2022
4.1	4.1.5.1	Project concept paper: MO Teacher survey technical support	7/15/2022
4.1	4.1.5.2	Project proposal: MO Teacher survey technical support	9/26/2022
4.1	4.1.5.3	MO Teacher survey technical support coaching materials	11/30/2022
4.1	4.1.6.1	Project concept paper: KS Development of IPS implementation instruments and data collection processes	8/19/2022
4.1	4.1.6.2	Project proposal: KS Development of IPS implementation instruments and data collection processes	10/21/2022
4.1	4.1.6.3	KS Development of IPS implementation instruments and data collection processes coaching materials 1	12/30/2022
4.1	4.1.7.1	Project concept paper: KS Summary of effective IPS practices	9/16/2022
4.1	4.1.7.2	Project proposal: KS Summary of effective IPS practices	11/11/2022
4.1	4.1.7.3	KS Summary of effective IPS practices coaching materials 1	12/30/2022
4.1	4.1.8.1	Project concept paper: MO Building district capacity to analyze teacher preparedness data	9/2/2022
4.1	4.1.8.2	Project proposal: MO Building district capacity to analyze teacher preparedness data	11/9/2022
4.1	4.1.9.1	Project concept paper: SD TBD project	12/30/2022
4.2	4.2.1.1	AAE #1 proposal	7/29/2022
4.2	4.2.1.2	AAE #1 materials	8/19/2022
4.2	4.2.1.3	AAE #1 summary	9/14/2022
4.2	4.2.2.1	AAE #2 proposal	10/31/2022
4.2	4.2.2.2	AAE #2 materials	11/16/2022
4.2	4.2.2.3	AAE #2 summary	12/14/2022
5.1	5.1.1.1	Project concept paper: District math proficiency and growth in Denver Public Schools	9/16/2022
5.1	5.1.1.2	Project proposal: District math proficiency and growth in Denver Public Schools	11/30/2022

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## REL Central Deliverables Schedule

Subtask	Deliverable number	Deliverable Name	Due date
5.1	5.1.2.2	Proposal: Algebra toolkit efficacy study	9/29/2022
5.1	5.1.2.3	Algebra toolkit efficacy study data collection instruments	12/31/2022
5.1	5.1.3.1	Project concept paper: MO Identifying promising district practices	9/23/2022
5.1	5.1.3.2	Project proposal: MO Identifying promising district practices	11/30/2022
5.1	5.1.4.1	Project concept paper: Wyoming teacher pipeline landscape scan	8/19/2022
5.1	5.1.4.2	Project proposal: Wyoming teacher pipeline landscape scan	10/30/2022
5.1	5.1.5.1	Project concept paper: Colorado teacher pipeline study	9/23/2022
5.1	5.1.5.2	Project proposal: Colorado teacher pipeline study	11/30/2022
5.1	5.1.6.1	Project concept paper: MO Evaluation of state mentoring program	10/31/2022
		Proposal for toolkit to support evidence-based Algebra instruction in middle and high school	5/18/2022
5.2	5.2.1.2	Proposal: Infographic on REL CE and SR partnership	7/8/2022
6.2	6.2.1.1	Infographic on REL CE and SR partnership	8/31/2022
6.2	6.2.1.2	Proposal: Fact sheet on Culture-based education and effect models of PD	9/9/2022
6.2	6.2.2.2	Fact sheet on Culture-based education and effect models of PD	10/14/2022
6.2	6.2.3.1	Proposal: Fact sheet Principles for conducting participatory efforts	10/7/2022
6.2	6.2.3.2	Fact sheet on Principles for conducting participatory efforts	12/23/2022
6.2	6.2.4.1	Proposal: KS Understanding IPS infographic or fact sheet	10/30/2022
6.2	6.2.4.2	Fact sheet/infographic: KS Understanding IPS	12/30/2022
6.2	6.2.5.1	Proposal: Fact sheet on effective blended-learning models	10/7/2022
6.2	6.2.5.2	Fact sheet on effective blended-learning models	12/23/2022
6.3	6.3.1	NNERPP conference materials	7/5/2022
6.3	6.3.2	NNERPP conference summary	8/3/2022
6.3	6.3.3	Teacher diversity webinar proposal	9/30/2022
6.3	6.3.4	Teacher diversity webinar agenda and materials	11/15/2022
6.3	6.3.5	Teacher diversity webinar summary	12/13/2022
6.4	6.4.1.1	Draft newsletter (Summer 2022)	6/3/2022
6.4	6.4.1.2	Disseminate Final Newsletter (Summer 2022)	6/30/2022
6.4	6.4.2.1	Draft newsletter (Fall 2022)	9/2/2022
6.4	6.4.2.2	Disseminate Final Newsletter (Fall 2022)	9/30/2022
6.4	6.4.3.1	Draft newsletter (Winter 2022)	11/18/2022
6.4	6.4.3.2	Disseminate Final Newsletter (Winter 2022)	12/16/2022
6.4	6.4.4.1	Draft newsletter (Spring 2023)	3/3/2023

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## REL Central Deliverables Schedule

Subtask	Deliverable number	Deliverable Name	Due date
6.4	6.4.4.2	Disseminate Final Newsletter (Spring 2023)	3/31/2023
6.5	6.5.1.1	Blog #1	7/6/2022
6.5	6.5.1.2	Blog #2	8/24/2022
6.5	6.5.1.3	Blog #3	10/10/2022
6.5	6.5.1.4	Blog #4	12/1/2022
6.6	6.6.1.01	Social media posts	3/31/2022
6.6	6.6.1.02	Social media posts	4/29/2022
6.6	6.6.1.03	Social media posts	5/31/2022
6.6	6.6.1.04	Social media posts	6/30/2022
6.6	6.6.1.05	Social media posts	7/31/2022
6.6	6.6.1.06	Social media posts	8/31/2022
6.6	6.6.1.07	Social media posts	9/30/2022
6.6	6.6.1.08	Social media posts	10/31/2022
6.6	6.6.1.09	Social media posts	11/30/2022
6.6	6.6.1.10	Social media posts	12/31/2022
6.7	6.7.1	Templates	6/1/2022
6.7	6.7.2	REL Central brochure	9/30/2022

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## SAM.gov Entity Detailed Report

**11/21/2022 16:13:37**

### Active Exclusions: NONE

#### ENTITY GENERAL INFORMATION

1. Entity Name: Mathematica Inc.
2. SAM Unique Entity ID: T41EGEAK2L35
3. CAGE: 1EFX9

#### BUSINESS INFORMATION

1. Company Physical Address:

600 Alexander Park

Princeton, NJ

08540-6346

2. Doing Business As:

No information available

3. Division Name:

No information available

4. Division Number:

No information available

5. Congressional District:

NJ-12

6. State of Incorporation:

DELAWARE

7. Country of Incorporation:

UNITED STATES

8. URL:

<http://www.MATHEMATICA.org>

**ENTITY DATES**

1. Entity Start Date:

1975-10-06

2. Fiscal Year End Close Date:

12/31

**ENTITY TYPES**

1. Entity Structure:

Corporate Entity (Not Tax Exempt)

2. Entity Type:

Business or Organization

3. Profit Structure:

For Profit Organization

4. Purpose of Registration:

All Awards

5. Registration Status:

Active

6. Registration Expiration Date:

2023-09-14

**FINANCIAL INFORMATION**

1. Accepts Credit Card Payments:

No

2. Debt Subject to Offset:

No

**DISASTER RESPONSE**

1. Disaster Response:

No, this entity does not appear in the disaster response registry.

2. States:

No information available

3. Counties:

No information available

4. Metropolitan Statistical Areas:

No information available

**GOVERNMENT BUSINESS POC**

1. Name:

Diana Montes-Cruz

2. Title:

No information available

3. US Phone:

6097164387

4. Non US Phone:

No information available

5. Fax:

6097990005

6. Email:

RPPCenter@Mathematica-mpr.com

7. Address:

P.O. BOX 2393

PRINCETON, NJ 08543 USA

#### **NAICS CODES**

1. Primary NAICS Code:

541720

2. NAICS Codes:

<b>NAICS Code</b>	<b>Description</b>
<b>518210</b>	Data Processing, Hosting, and Related Services
<b>541511</b>	Custom Computer Programming Services
<b>541512</b>	Computer Systems Design Services
<b>541513</b>	Computer Facilities Management Services
<b>541519</b>	Other Computer Related Services
<b>541611</b>	Administrative Management and General Management Consulting Services
<b>541618</b>	Other Management Consulting Services
<b>541690</b>	Other Scientific and Technical Consulting Services
<b>541714</b>	Research and Development in Biotechnology (except Nanobiotechnology)
<b>541720</b>	Research and Development in the Social Sciences and Humanities
<b>541990</b>	All Other Professional, Scientific, and Technical Services
<b>611430</b>	Professional and Management Development Training
<b>611710</b>	Educational Support Services
<b>624110</b>	Child and Youth Services



UNITED STATES DEPARTMENT OF EDUCATION  
 OFFICE OF FINANCE AND OPERATIONS  
 OFFICE OF ACQUISITION, GRANTS, AND RISK MANAGEMENT

## **MEMORANDUM TO THE FILE**

**Date:** November 21, 2022  
**To:** File  
**From:** Katie Opper, Contract Specialist  
**Contract Number:** REL Central: 91990022C0015  
**Subject:** Incremental Funding and Other Miscellaneous Changes  
**Contractor:** Mathematica  
**Exercised Amount:** \$4,700,211.28  
**Modification Number:** P00003

### **Background**

The Education Sciences Reform Act (ESRA) requires that the Department operate ten Regional Educational Laboratories (REL). The RELs are contracts by law, and the current REL cohort was awarded in December 2021 with effective dates of January 1, 2022. The contracts will end January 2, 2027. The RELs are charged with three primary goals: (1) conduct applied research and development; (2) design and implement training, coaching, and technical support activities that emphasize building capacity to use data and information to drive change; and (3) disseminate scientifically valid research, evidence-based practices, and supporting materials that allow stakeholders to apply this knowledge to their own practice. The current contract cohort was awarded with multiyear authority and is thus funded in annual increments. Additionally, the current contracts were awarded as Cost-Plus Fixed Fee (CPFF) tasks and subtasks. All travel costs are purely cost reimbursable (CR).

### **Authority**

Modification P00003 is executed in accordance with the following contract clauses:  
 Clause 52.243-2 Alternate I: Changes – Cost Reimbursement; FAR 52.232-22 – Limitation of Funds FAR 43.103(a)(3) – Mutual Agreement of the Parties.

### **Purpose**

The purpose of this modification is to:

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[www.ed.gov](http://www.ed.gov)

*The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.*

- (1) Provide incremental funding in the amount of \$4,700,211.28
- (2) Incorporate a revised Schedule of Deliverables
- (3) Incorporate a revised Performance Work Statement (PWS)

### **Description of Changes**

- A. Funding in the amount of \$4,700,211.28 is added – Base Year via Purchase Order number EDOIES-23-000050. Funding applied to this CLIN may be used for work under any task or travel. A copy of the Purchase Requisition can be found in the contract file.
- B. This modification incorporates the updated deliverable schedule into the current contract. A copy of the Schedule of Deliverables is housed in the contract file.
- C. This modification incorporates the updated PWS. A copy of the PWS is housed in the contract file.

### **Funding**

The total cost of this action is \$4,700,211.28 via Purchase Requisition Number EDOIES-23-000050.

### **Period of Performance**

This modification does not affect the period of performance. The period of performance remains January 3, 2022, through January 2, 2027.

### **Synopsis**

There is no requirement for synopsizing this action; Federal Acquisition Regulations (FAR) 5.202(a)(11) – the proposed contract action is made under the terms of an existing contract that was previously synopsized in sufficient detail to comply with the requirements of FAR 5.207 - Preparation and transmittal of synopses, with respect to the current proposed contract action.

### **Scope of Work**

This modification does not affect the scope of work when compared to the original contract. There are no changes that would affect the field of competition nor are these changes that were not reasonably contemplated when the parties entered into the agreement. This modification does not add or subtract fundamental elements of the work originally contracted.

### **Recommendation**

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Based on the forgoing, it is hereby determined that it is in the best interest of the Government to proceed with modification P00003. It is therefore recommended that incremental funding be added, revised Schedule of Deliverables, and revised PWS be adopted into Contract Number 91990022C0015.



X

Joseph Gibbs  
Contracting Officer

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**ED 002567**